

Attachment 1

Glass & Stainless Ltd terms and conditions for the supply of goods and services to consumers

1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we, Glass & Stainless Ltd, will supply to you the Products and the Services (each as described in Attachment 2 to this letter).
- 1.2 **Why you should read them.** Please read these terms carefully before you sign this letter. These terms tell you who we are, how we will provide the Products and Services to you, how you and we may change or end this 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, Ryecroft, 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 have provided to us.

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, and the commencement of the contract will take place when you sign this letter (the "**Commencement Date**"), at which point a contract will come into existence between you and us.

4 Our Products and Services

- 4.1 **The Products and Services.** The Products and the Services we will be supplying to you are set out in Attachment 2 to this letter. If we are producing a specification for the Products and the Services or you are providing us with a specification for the Products and the Services, the Specification will also be attached to of this letter.
- 4.2 **Our warranty.** We warrant that at the date of delivery the Products shall:
- 4.2.1 conform in all material respects with any specification for the Products, including any relevant plans and drawings, that are agreed in writing by you and us;
 - 4.2.2 be free from material defects in design, material and workmanship;
 - 4.2.3 be fit for any purpose held out by us; and

- 4.2.4 meet the applicable British Safety Standards.
- 4.3 **The images on our website and in our brochures are for illustrative purposes only.** The Products will be made to your requirements and may differ from those images.
- 4.4 **Making sure your measurements are accurate.** We may be making the Products to measurements you have given us and you are responsible for ensuring that these measurements are correct. Please see Attachment 2 to this letter for details of the measurements you have provided us with – please check that these are correct and contact us if they are not.
- 4.5 **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 makes 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 and Services

- 5.1 **Delivery costs.** The costs of delivery are set out in Attachment 2 to this letter in the “Charges” section.
- 5.2 **When we will provide the Products and the Services.**
- 5.2.1 **Supply of the Products.** We will deliver the Products to you at the Delivery Location on the Delivery Date, as set out in Attachment 2 to this letter. You must ensure that you or someone you know is available to assist with the unloading of the Products at the Delivery Location. If you or someone you know is unable to assist with the unloading of the Products at the Delivery Location you must advise us at the point of placing your order as additional handling charges may apply.
- 5.2.2 **Supply of the Services.** We will begin the Services on the date set out in Attachment 2 to this letter (Services Start Date). The estimated completion date for the Services is set out in Attachment 2 to this letter (Estimated Services Completion Date).
- 5.3 **We are not responsible for delays outside our control.** If our supply of the Products and/or Services 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 this contract and receive a refund for any Products or Services you have paid for but not received.
- 5.4 **If you do not allow us access to provide the Services.** If you do not allow us access to the Delivery Location to perform the Services as arranged (and you do not have a good reason for this) we 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 access to your property we may end this contract and clause 8.2 will apply.

- 5.5 **Your legal rights if we deliver goods late.** You have legal rights if we deliver any Products late. If we miss the delivery deadline for any Products then you may treat this contract as at an end straight away if any of the following apply:
- 5.5.1 we have refused to deliver the Products;
 - 5.5.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - 5.5.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 5.6 **Setting a new deadline for delivery.** If you do not wish to treat this contract as at an end straight away, or do not have the right to do so under clause 5.5, you can give us a new deadline for delivery, which must be reasonable, and you can treat this contract as at an end if we do not meet the new deadline.
- 5.7 **Ending this contract for late delivery.** If you do choose to treat this contract as at an end for late delivery under clause 5.5 or clause 5.6, you can cancel your order for any of the Products or reject any 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 Products and their delivery. If the Products have been delivered to you, you must 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 for a return label or to arrange collection in these circumstances.
- 5.8 **When you become responsible for the Products.** You will be responsible for the Products on completion of the installation of the Products by us at the Delivery Location (or at another location agreed between us).
- 5.9 **When you own the Products.** You own the Products once we have received payment in full.
- 5.10 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Products 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 this 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 the 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.
- 5.11 **Reasons we may suspend the supply of the Services to you.** We may have to suspend the supply of the Services to:
- 5.11.1 deal with technical problems or make minor technical changes;
 - 5.11.2 update the Products to reflect changes in relevant laws and regulatory requirements; or

- 5.11.3 make changes to the Products as requested by you or notified by us to you.
- 5.12 **Your rights if we suspend the supply of Services.** We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend them, or tell you we are going to suspend them, in each case for a period of more than three months and we will refund any sums you have paid in advance for the Products and Services in respect of the period after you end the contract.
- 5.13 **We may also suspend supply of the Services if you do not pay.** If you do not pay us for the Products when you are supposed to (see clause 10.3) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see clause 10.5). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments (see clause 10.4).

6 Your rights to end this contract

- 6.1 **Ending this 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 6.1.4 below, this contract will end immediately and we will refund you in full for any Products or Services 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 Products you have ordered and you do not wish to proceed;
- 6.1.2 there is a risk that supply of the Products and/or Services may be significantly delayed because of events outside our control;
- 6.1.3 we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than three months; or
- 6.1.4 you have a legal right to end this contract because of something we have done wrong (including because we have delivered late – see clause 5.5).

7 How to end this 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 the Products after ending this contract.** If you end this contract for any reason after the Products have been dispatched to you or you have received them, you must 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 the Products are faulty or misdescribed; or

7.3.2 if you are ending this 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 Products 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 the 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 this contract

8.1 **We may end this contract if you break it.** We may end this contract for 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 the Products (as mentioned in clause 5.10);

8.1.3 you do not, within a reasonable time, allow us to deliver the Products to you; or

8.1.4 you do not, within a reasonable time, allow us access to your premises to supply the Services.

8.2 **You must compensate us if you break this contract.** If we end this contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for the Products and Services 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 this contract.

9 If there is a problem with the Products and/or the Services

9.1 **How to tell us about problems.** If you have any questions or complaints about the Products, 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 products and services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Products and the Services. 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.

In relation to the Products provided by us, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the Products your legal rights entitle you to the following:

- Up to 30 days after delivery and installation: if your goods are faulty, then you can get an immediate refund.
- Up to 6 months after delivery and installation: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to 6 years after delivery and installation: if your goods do not last a reasonable length of time you may be entitled to some money back.

In relation to the Services provided by us, the Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

- 9.3 **Your obligation to return rejected Products.** If you wish to exercise your legal rights to reject the Products you must allow us to collect them from you. We will pay the costs of collection. Please call customer services on 01260 281748 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 Products and the Services.** The price of the Products and the Services is set out in Attachment 2 to this letter (in the "Charges" section).

- 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 Products, we will adjust the rate of VAT that you pay, unless you have already paid for the Products 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. When you must pay depends on what you are buying:
- 10.3.1 **For the Products**, you must pay for the Products before we dispatch them. We will charge your credit or debit card on the Commencement Date.
 - 10.3.2 **For the Services**, you must make full payment in advance, unless otherwise agreed with us, in which case an advance payment of 70% of the price of the Services will be payable, before we start providing them. We will then invoice you for the balance of the price of the Services (30%) when we have completed them. You must pay each invoice within 7 calendar days after the date of the invoice.
- 10.4 **We can charge interest if you pay late.** If you do not make any payment of the Charges 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.
- 10.6 **Changes to the Products, Services and/or Specification.** You acknowledge and agree that any changes requested by you to the Products, Services and/or Specification following the Commencement Date may incur additional charges payable by you.
- 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 this 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 the Products and Services as summarised at clause 9.2.
 - 11.3 **When we are liable for damage to your property.** If we are providing the Services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover whilst providing the Services.
 - 11.4 **We are not liable for business losses.** We only supply the Products under these terms for domestic and private use. If you use the 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 the Products and the Services to you;

12.1.2 to process your payment for the Products and the Services; and

12.1.3 to give you information about similar products and services 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 this 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 the Products and the Services, 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 the Products and Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Products and Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Products and Services in either the Northern Irish or the English courts.

Attachment 2

Order details

Order No:	<i>[Insert]</i>
Products:	As set out in the quotation attached at the Annex.
Services:	As set out in the quotation attached at the Annex.
Specification (if applicable):	[As set out in the quotation attached at the Annex] OR [NA]
Charges:	As set out in the quotation attached at the Annex.
Delivery Date (estimated):	<i>[Insert]</i>
Delivery Location:	<i>[Insert]</i>
Services Start Date:	<i>[Insert]</i>
Estimated Services Completion Date:	<i>[Insert]</i>

ANNEX

[Insert Specification and Quotation]