



Terms & Conditions of Business Supply of Goods & Services

Definitions

- Buyer:** the person who buys or agrees to buy the goods/services from the Seller.
- Conditions:** the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
- Goods:** the articles which the Buyer agrees to buy from the Seller.
- Price:** the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
- Seller:** ***Glass Centre Basingstoke Ltd of Unit 3 Bear Court RG24 8QT.***

1. Conditions

- 1.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods/services, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 1.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 1.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 1.4 These Conditions may not be varied except by the written agreement of the Director of Glass Centre Basingstoke Ltd the Seller.
- 1.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.
- 1.6 We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves. We will take all reasonable care in selecting and instructing a Third Party Contractor.

2. Prices

The price for the supply of good and services are as quoted before commencement of work. We shall invoice you on delivery. Invoiced amounts shall be due and payable once the goods have been delivered.



The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.

3. Risk

As soon as we have delivered the goods or services, you will be responsible for them and we will not be liable for their loss or destruction. Therefore, you would need to take necessary steps to insure the items. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agreed to deliver them.

4. Ownership of the Goods

You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

5. Delivery

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

6. Performance

- 6.1. We will manufacture and install the items within a reasonable time.
- 6.2. If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what if any work is to be undertaken. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.
- 6.3. If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out.



7. Payment

The price for the goods and/or services shall be payable no later than date of delivery unless account payment terms have been previously agreed. The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

8. Warranty

- 8.1 We warrant that as from the date of delivery for a period of 3 months the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Any additional warranties described in the specification document are manufacturer's warranty only
- 8.2 We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9. Cancellation

We reserve the right to cancel the Agreement between us if:

- 9.1 we have insufficient stock to deliver the goods you have ordered;
- 9.2 we do not deliver to your area; or
- 9.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

10. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

11. Liability

- 11.1. Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
- 11.2. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.



- 11.3. Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.
- 11.4. In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item or provide you with a full refund if we have been negligent.
- 11.5. Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

12. Governing Law and Jurisdiction

Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

13. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

14. Third Party Rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

15. Customer Services

- 15.1. To protect your own interests please read the conditions carefully. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone to our customer queries department, at the address and telephone number set out above.
- 15.2. If you are unhappy with any aspect of our service, please contact us on 01256 353515 Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

16. Changes to Terms and Conditions of Business

We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.



17. Data Protection

You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

18. Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

19. Ownership of rights

All rights, including copyright, in this website are owned by or licensed to Glass Centre Basingstoke Ltd. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.