

## TERMS & CONDITIONS

The following terms and conditions shall apply to all contracts entered into by or on behalf of Glaspace Ltd with effect from 1<sup>st</sup> January 2016

### 1. GENERAL

Acceptance by Glaspace Ltd of the customer's order is conditional upon acceptance by the customer of the following conditions. These terms and conditions shall prevail over any terms and conditions of the customer unless agreed in writing by Glaspace Ltd.

### 2. TENDERS – QUOTATIONS - CONCLUSION OF CONTRACT

(a) All tenders - quotations issued by Glaspace Ltd shall be valid for 6 Months (subject to review) from the date thereof or such longer period as may be agreed by the parties' in writing.

(b) All tenders - estimates are provided in good faith but Glaspace Ltd reserves the right to correct errors and omissions up until the payment of the deposit invoice.

(c) Glaspace Ltd reserves the right to alter our tender/quotation should the actual size of the project be different from the information provided by the client or the client's representative.

(d) Apart from as provided for below, no contract shall be concluded between Glaspace Ltd and the customer until the issuing by Glaspace Ltd and the payment thereof, of the initial deposit invoice for the initial payment as required below.

(e) Prices for work included in any tender/quotation are based upon uninterrupted access to the customer's premises until completion of the work.

(f) In the event that the second payment does not become due within 6 months of the initial payment, Glaspace Ltd reserves the right to revise the original quotation so as to take into account any rises in the Glaspace Ltd pricing policy and/or any rises in costs of goods or services charged to Glaspace Ltd.

### 3. CONTRACTURAL RELATIONSHIP

(a) The contract will be between Glaspace Ltd and the property owner/leaseholder who will be the assumed end client unless otherwise advised.

(b) Glaspace Ltd will not act as a sub-contractor, working for and being paid by a main contractor.

(c) Glaspace Ltd will have responsibility directly to the client, while clause 11 gives the client flexibility as to how they wish to manage their relationship with Glaspace Ltd.

#### 4. TIME

(a) Glaspace Ltd will use its best endeavours to deliver the goods and to complete all work at the rate and within the time estimated but Glaspace Ltd shall not be liable for any loss or damage whatsoever suffered by the customer as a result of any failure by Glaspace Ltd for whatever reason to deliver or to complete the works at the rate or within the time so specified.

(b) Unless specifically agreed in writing time shall not be of the essence of the contract.

#### 5. MATERIALS AND OWNERSHIP

(a) The property of the goods whether fixed or unfixed, shall not pass to the customer until the receipt of the third payment (see below) and all sums owing in respect of the goods at that time and/or the project as a whole (whether under this or any other contract) shall have been paid in full, such goods are referred to as the "retained goods". Until payment of all such sums the customer shall hold the retained goods in a fiduciary capacity for and on behalf of Glaspace Ltd.

(b) Until such time as the property in the retained goods passes to the customer, Glaspace Ltd shall be entitled at any time to require the customer to deliver up the retained goods and shall be deemed irrevocably to authorise Glaspace Ltd to enter upon any of the customer's premises, with or without vehicles, for the purpose of removing the retained goods.

(c) The repossession of the retained goods by Glaspace Ltd in accordance with this condition shall be without prejudice to all or any of Glaspace Ltd other rights against the customer under this Contract.

(d) The customer shall not be entitled to pledge in any way charge by way of security for any indebtedness the retained goods or any part of them which remains the property of Glaspace Ltd, but if the customer does so all monies owing by the customer to Glaspace Ltd shall (without prejudice to any other right or remedy of (Glaspace Ltd) forthwith become due and payable.

(e) Glaspace Ltd reserves the right to substitute materials and specifications, conditional on the specification or materials not being of a lower standard.

#### 6. RISK

(a) All goods delivered to the customer whether fixed or unfixed and notwithstanding clause 4(a) above shall be at the sole risk of the customer and in the event of the goods or any part thereof being lost, damaged, destroyed or stolen, howsoever occurring before payment for them in full has been made to Glaspace Ltd, the customer shall nevertheless pay Glaspace Ltd the full value of any such goods and the full value of any of the work damaged destroyed or lost together with any additional costs incurred by Glaspace Ltd in replacing any such goods and in reinstating or restoring any such work provided, however, that the customer shall not be responsible for any damage or loss sustained arising predominantly from the negligence of Glaspace Ltd, its servants or Agents.

## 7. DELIVERY

(a) Delivery of the goods shall be made, and risk of damage to or loss of the goods shall pass to the customer when Glaspace Ltd delivers the goods to that customer or to a place designated by the customer.

(b) If for any reason the customer is unable to accept delivery of the goods or any part of the goods at the time when it has been agreed that the goods or any part of the goods shall be delivered; the customer shall be liable for all expenses (+10% handling fee) incurred by Glaspace Ltd due to said inability to accept delivery. This shall include, but not at the exclusion of any other costs, storage charges and charges for labour that cannot otherwise be deployed.

(c) In the event of Clause 6, all sums owing in respect of the goods at that time and/or the project as a whole (whether under this or any other contract) shall have been paid in full, including (but without limitations) all payments detailed in clause 17 (a-i).

## 8. INSTALLATION

(a) The customer will allow Glaspace Ltd, its servants and Agents due access so as to be able to commence and complete the installation of the goods or any part of the goods. If for any reason the customer is unable to permit Glaspace Ltd to commence and/or continue and/or complete the installation of the goods or any part of the goods, the customer shall be liable for all additional expenses incurred by Glaspace Ltd.

(b) In the event of Clause 7 (a), all sums owing in respect of the goods at that time and/or the project as a whole (whether under this or any other contract) shall have been paid in full, including (but without limitations) all payments detailed in Clause 15.

(c) The installation by Glaspace Ltd of any glass, fittings or other materials in no way endorses, verifies or gives approval of any structure, existing or new, and clients must satisfy themselves of the suitability of any said structures.

(d) Should upon full and final fitting lock locators be placed into any finished flooring or ceiling, any drilling or works to any finished flooring or ceiling will have to be carried out by others. Glaspace Ltd will not carry out works to any finished surfaces nor be held responsible or accountable for any damage that may occur.

## 9. FORCE MAJEURE

(a) Glaspace Ltd shall not be liable to the customer if it is unable to carry out any provision of the contract for any reason beyond its control including (but without limitation) Act of God, legislation, war, civil commotion, explosion, abnormal weather conditions, fire, floods, strikes, lock-out or other action by employees, delay by suppliers.

(b) Glaspace Ltd shall notify the customer as soon as reasonably practical after the circumstances preventing performance arise. During the continuance of such a contingency Glaspace Ltd may, in its absolute discretion, withhold liability to the customer for any loss or damage whatsoever suffered directly or indirectly by reason of such withholding, reduction or suspension.

## 10. DRAWINGS AND PLANS

(a) While Glaspace Ltd will take reasonable care to ensure that working plans, diagrams and drawings provided to the customer are adequate to facilitate the erection or installation of the goods in a proper and workmanlike manner, it shall, in relation to any part of the structure or work not erected or undertaken by Glaspace Ltd, be the sole responsibility of the customer to ensure all working plans, diagrams and drawings meet the customer's requirements in every respect.

(b) When drawings, plans and calculations are provided by others, Glaspace Ltd shall be in no way liable for any loss or damage due to errors and/or omissions within those drawings, plans and calculations.

(c) The installation and completion of work by Glaspace Ltd shall in no way be taken as an endorsement and/or approval of design and calculation of others.

(d) The customer shall be liable for ensuring that Glaspace Ltd is in possession of current drawings and plans and Glaspace Ltd shall not be liable for any loss or damage caused due to not being in possession of the current drawings and plans.

(e) It shall be the sole responsibility of the customer to ensure works not carried out by Glaspace Ltd are in accordance with the drawings and plans, whosoever should provide said plans and drawings. In the event of said work being at variance to the plans and drawings, Glaspace Ltd shall not be liable for any loss or damage however caused.

(f) Glaspace Ltd will prepare the final Glaspace Ltd design and glass cutting list based on the results of our survey and Glaspace Ltd will assume that any variance between what is shown on any plans or drawings, whoever should have prepared said drawings or plans, and what has actually been constructed, has been approved by the client.

(g) In the event of work by others being in variance with the drawings and plans, the customer shall be liable for all costs and expenses incurred by Glaspace Ltd due to said variance.

(h) Failure to provide full completion of all building works ready for site survey and secondary surveys are required will result in the cost of original survey being paid by the client and will be in addition to contract sum.

## 11. PROJECT MANAGER

(a) In the event that the customer should employ a Project Manager, architect or builder and the customer should require Glaspace Ltd to communicate and deal with said person who is to act as Project Manager, the customer shall inform Glaspace Ltd in writing of the name and full contact details of said person.

(b) The appointment of a person as described in clause 11(a) and the completion by the customer of responsibility outlined in said clause shall not discharge the customer from any responsibilities under the Contract or discharge the customer from responsibility and/or liability as laid down by these Terms and Conditions.

## 12. COPYRIGHT

- (a) Glaspace Ltd retains copyright in our designs, standard or drawings.
- (b) The basic Glaspace Ltd System, its drawings and attributes may not be used in the preparation of tender documents, schemes or designs with the intention in gaining quotations for installations by others, using our system, designs and knowledge.
- (c) Specific designs, drawings or other work carried out by Glaspace Ltd with reference to a specific project, scheme or concept must not be included in any documents, tenders or otherwise, which have the intention of gaining prices from others for the provision of work based on or using any system, design or drawings developed by Glaspace Ltd.

## 13. SITE CONDITIONS

- (a) Ground conditions on site must be suitable for the safe transportation of glass and for the use of machinery as required by Glaspace Ltd. Any costs or delays incurred by Glaspace Ltd due to unsuitable site conditions will be passed on to the client.
- (b) Clients must provide a minimum of 2 parking spaces in close proximity to the site for the duration of the installation. Should permits be required, Glaspace Ltd can arrange for such permits and these will be charged at cost plus an administration fee.
- (c) All sites must have provision for hygienic washing and toilet facilities. In the event that facilities do not meet the requirements of the Glaspace Ltd health and safety policy, Glaspace Ltd will arrange for the provision of suitable portable facilities at a rate of £200 per week, payable by the client.
- (d) Following installation of the GlasSpace or glazed structure including balustrade and roof light, walk on glazed panel, at no time should any works be carried out above or adjacent to the glazed panels, any access required to surfaces above or adjacent which require direct access on the glass must be advised in writing to Glaspace Ltd prior to date of required access and a full inspection and consultation to determine the correct form of access and protection to the glass to be established. Should any damage to the glazed surfaces as above described be reported following works/ access Glaspace Ltd will not be responsible for any replacement or polishing of the glazed panels.

#### 14. WARRANTY

(a) This Condition shall have effect in relation to a material defect in the structure of the goods for a period of 10 years from the date of delivery of the goods and in relation to workmanship in each stage of the installation of the goods for a period of 5 years from the completion of each stage of the installation. All double glazed units carry a 10-year warranty.

(b) If within 10 years after delivery or completion of a stage of the installation a defect of materials shall be discovered:

(i) The customer notifies Glaspace Ltd in writing within fourteen days after discovery giving full particulars and permits Glaspace Ltd to inspect the same.

(ii) Such defect has arisen from faulty materials or workmanship carried out by Glaspace Ltd, existing but not discoverable at the time of delivery of the Goods, or completion of the work the Glaspace Ltd shall at its sole option supply replacements or (as the case may be) rectify the defective work. The Conditions listed below shall apply to repaired or replacement goods or work.

(c) Glaspace Ltd liability under this condition applies only to defects appearing before the customer makes any modification or alteration to the goods and while the Goods are being properly used and maintained and in particular (but without limitation) Glaspace Ltd shall not be liable in the case of defects arising from:

(i) Normal deterioration, in accordance with manufacturer's recommendations.

(ii) Repair, faulty handling or maintenance.

(iii) Repair or modification to the goods or work by or on behalf of the customer.

(iv) Defects in or subsidence to any structure or surface to which the goods are affixed or attached

(v) Glass damage or breakage not attributable to manufacturing/installation defect.

(d) A replacement unit will be supplied free of charge to replace any double glazed unit which fails in service as a result of material defect within 10 years of delivery.

(e) This warranty is provided free of charge.

(f) The warranty only applies to the replacement of defective unit(s) (as clause 14 d). No inclusion within the warranty for access or lifting equipment to replace defective Unit(s), and or any damage to all or any surrounding areas, including but not limited to plaster work, painted surfaces, finished surfaces, flooring, all or any electrical wiring or illuminations.

## 15. LIMITS OF LIABILITY

(a) The goods are supplied strictly on the terms that the customer has satisfied themselves of suitability for purpose. The customer acknowledges that all specification and details in catalogue, quotations, invoices and similar documents or by word of mouth and all forecasts of performances, however given, are approximate only and do not form part of the Contract.

(b) If used as part of a suitable scheme, all individual aspects of a Glaspace Ltd comply with the current Building Regulations (as at July 2013). However, Glaspace Ltd cannot be held responsible should a Building Control Inspector refuse to grant approval unless such refusal is due to a defect in workmanship or materials.

(c) Glaspace Ltd liability under Clause 14 shall be accepted by the customer in lieu of any warranty or condition, whether express or implied by law, as to the quality or fitness of purpose of the goods. For the purpose of this paragraph Glaspace Ltd contracts on its own behalf and as trustees for its subcontractors, servants and agents.

(d) Glaspace Ltd shall not be liable, whether by way of indemnity or reason of breach of contract, tort or breach of statutory duty or in any other manner for consequence or indirect loss of use (whether complete or partial) of the goods, or loss of profit or of any contract.

(e) Nothing in these conditions shall be construed as limiting or excluding the statutory rights of the customer.

## 16. JURISDICTION

(a) The Contract shall be governed in accordance with the laws of England. Glaspace Ltd and the customer shall submit to the exclusive jurisdiction of the English Courts.

## 17. PAYMENT TERMS AND LATE OR NON-PAYMENT

(a) 30% of the total quotation value will be payable as deposit/acceptance of quotation, unless contract value is less than £15,000 (ex. Vat) then a full 50% deposit is to be paid. Deposits are non-refundable.

(b) A further 30% will be payable upon acceptance of the drawings should payment have not reached Glaspace Ltd by that time, it will result in the glass order and subsequent delivery and installation being postponed.

(c) For contracts with a value of less than £15,000 (excluding VAT), the final 40% will be paid by the date for commencement of installation or delivery of the goods, whichever is sooner.

(d) For contracts with a value in excess of £15,000 (excluding VAT), 30% will be payable once at least 50% by value of the glass and materials has been delivered and inspected.

(e) Full and final balance (10%) is to be paid upon completion of final clean.

(f) The contract is not cancellable by the customer for whatever reason without the prior written consent of Glaspace Ltd.

(g) Cancellation must be provided in writing 4 weeks prior to site installation, unless work has already been undertaken where upon full charges will apply. Once an installation date has been given and agreed, Glaspace reserves the right to charge 25% of the total works value, plus works undertaken.

(h) We reserve the right to charge interest on unpaid accounts of more than 14 days (from date of invoice) at the rate of 2.5% per day (compound).

(i) The Warranties described in section 14 shall not be valid until all balances owed under this section have been settled.

(j) VALUE ADDED TAX is excluded from this quotation and should it be found applicable it will be additional at the rate current at the date of invoice.

(k) All quotations are in U.K Pounds sterling.

(l) Retention is not applicable as a full warranty is provided (as item 14, A to F).

#### 18. ORDER PLACED BY MAIN CONTRACTOR/BUILDER

If an order is placed by a main contractor/builder/architect and the invoice is being sent directly to them for them to pay on the owner of the properties behalf, Glaspace Ltd will contact the owner of the property to make them aware that should for any reason the aforementioned cease trading or liquidate that all outstanding monies owed on any project relating to their property will become payable by the owner of the property (we shall not disclose any costs to the owner until such time that they become relevant. Glaspace Ltd shall own the title of the goods until such a time that all monies are fully paid.

#### 19. IMPERFECTIONS

(a) 24 Hours following installation of the glazed unit(s), should any imperfections be found within or on the glass. Then we shall abide to the guidelines as laid down by the GGF (Glass and Glazing Federation) regulations.

(b) If no notification is received within this 24-hour period, any imperfections found will only be replaced/repaired) at the discretion of Glaspace Ltd.

(c) It is the client's responsibility to ensure that all glass work is protected after it has been installed, Glaspace Ltd will not be held responsible to any damage cause to said glass after installation.

(d) Any items found not to be to incorrect should be reported in writing within 7 days to the office address or emailed to [info@glasspace.com](mailto:info@glasspace.com)