

# TERMS AND CONDITIONS OF THIS AGREEMENT FOR FRAMELESS GLASS CURTAINS LTD.

## 1. General

All terms of the contract between the Purchaser and the Company are contained in this document, and no variation shall be relied on unless confirmed by the Company in writing. All liability for any representations whether oral or in writing and all guarantees, with the exception of the company official written guarantees as described in clause 5, and all other conditions or warranties whether expressed or implied are hereby excluded insofar as such exclusion may be permitted by law.

## 2. Survey

The Purchaser agrees to pay FGC if they produce drawings for your project, should you not proceed, there will be a charge of £100 + VAT per drawing issued.

The Purchaser agrees to permit access to the Company servants and workmen at all reasonable times in order to take measurements and for the purposes of carrying out the work as specified.

This survey will take place at a time mutually agreed by you and us, usually within 14 days of the contract date, this is purely to ascertain the dimensions of the aperture for manufacturing purposes and is not structural.

A survey charge of £315 + VAT is payable before a survey is carried out, should you proceed with the order this will be deducted from your overall contract total.

If any survey reveals significant additional work being required at an extra cost to the Purchaser or the property of the Purchaser being deemed unsafe or unsuitable for the works to be carried out, either party shall have the right to cancel the contract. In the above event the Purchaser will be provided with full details of the survey findings and the balance of the deposit will be returned.

## 3. Timescales

Delivery and installation dates are given as an indication only, and whilst the Company undertakes to use its best endeavours to comply with such date, TIME SHALL NOT BE IN THE ESSENCE OF THE CONTRACT and the Company shall not be responsible for any loss incurred by the Purchaser caused by accidents, fires, strikes, lock-outs, shortage of materials or other causes whether or not beyond the Company's control. Once manufacturing is commenced cancellation of this contract can/will not be accepted.

The anticipated delivery time is usually a minimum of 9 - 11 weeks from receipt of signed contract, drawings and deposit in the case of specialist products this may be extended. The quoted period will run from the date all third-party approvals are received i.e. landlord, finance company, leaseholder permissions, planning etc. and a 50% deposit is paid.

If, 9 weeks after the end of the estimated period, the Purchaser is unable to accept an appointment for installation, 80% of the purchase price, less any deposit already paid, is immediately payable and installation or delivery will follow as soon as agreed.

If the work is not commenced within the estimated installation period stated in the contract, the Purchaser may write by recorded delivery, requiring the work to be completed within six weeks, or longer at the Purchaser's discretion.

If the work is not completed within this extended period, the Purchaser may cancel the outstanding work covered by the Contract without penalty by sending the Company a formal letter. If the Purchaser exercises this right:

i) he will be entitled to a refund of any monies paid for the installation, in excess of any work actually carried out.

ii) if the Company have carried out any work to a value that exceeds payment made, the Company will be entitled to payment of the difference.

In any of the above cases the Parties will agree the value of the work prior to expenditure.

Should the Purchaser postpone the installation within 2 days of the planned installation date the Company reserve the right to make a financial claim for the inconvenience caused.

The Company shall not be liable for any delay in the completion of the work that arises from cause beyond their control (e.g. fire, flooding, civil disturbances, strike action by others, criminal damage and acts of war).

## **4. Risk and Title**

Risk in the Items shall pass to the Purchaser on delivery. Title in the Items shall pass to the Purchaser once all payments due under the Contract have been made.

## **5. Guarantee**

The Purchaser is entitled to the Company's official written guarantee, in respect of the units supplied on completion and receipt of cleared payment for the installation, the Purchaser will be issued with the standard Company five-year guarantee on the glass and

ten-year guarantee for Domestic Installations and one-year guarantee for Commercial Installations. This guarantees the replacement of any defective materials and workmanship from the date of installation. The guarantee is subject to terms and conditions, written details available on request.

The Purchaser must notify the Company of any claim under the terms of this guarantee within 28 days of discovering the fault, by sending an email to [info@fgc.co.uk](mailto:info@fgc.co.uk).

The Purchaser agrees not to neglect the products and to maintain them at all times. The Purchaser also agrees not to damage or misuse the products or allow them to be damaged by others. This includes call out for debris in track ie. stones and dirt etc.

The guarantee will not cover minor imperfections within the glass that are outside the scope of the visual quality standards of the Glass and Glazing Federation (GGF).

No guarantee is given or implied that the installation will eliminate or reduce condensation.

No guarantee is given or implied against damage resulting from subsidence due to soil shrinkage, underground or mine workings or minor defects to plasterwork, brickwork and paving due to settlement.

The Company supports the GGF Code of Practice as promoted by the GGF and undertakes to work within the guidelines of this and any other GGF Code of Practice. A copy of the Code is carried by the Company representative and/or is available at the Company Head Office. In the case of any dispute arising, the Company will provide details of the GGF's Conciliation Scheme and Arbitration Scheme administered by the Centre of Effective Dispute Resolution.

The company is Fensa Registered. The Company is a GGF member and in the event of a GGF member failing to commence a contract for the supply and/or installation of glazing products in domestic properties in the United Kingdom as a result of insolvency, any private individual who has placed a deposit with a GGF member is covered for the loss of that deposit up to an amount not exceeding 25% of the contract price or £3,000 whichever is lower.

Provided that a claim is made in writing within 10 months from the date of the insolvency to GGF Fund Ltd, 54 Ayres Street, London SE1 1EU, GGF Fund Ltd will issue a voucher for the relevant amount which may be used in part payment for a replacement contract of similar content with another member of GGF Fund Ltd. A specimen copy of the Policy wording details the terms, conditions and exclusions and the rules of the scheme may be obtained from GGF Fund Ltd.

## **6. Damage**

The Company will not be liable for any damages resulting from existing structural or other defects in the property at which the installation is carried out. The Company will not be liable for any damages or loss (including consequential loss) that may result from the installation, howsoever caused.

The Company can (if required) remove and dispose of all replaced doors, windows and/or frames for a fee as per quotation.

The Company will take all reasonable care in order not to damage property. The Company will not make good any damaged walls or flooring inside and outside, The Purchaser will be responsible for redecorating such areas.

The Company will not repair or replace any structural defect or other material already in your property unless a price is agreed beforehand between the parties.

## **7. Quality**

All glass shall be of good quality, but the Company shall be under no liability whatsoever in respect of minor blemishes and imperfections not guaranteed by the manufacturers.

## **8. Specification**

Photographs, samples and showroom displays are used to illustrate and demonstrate typical Frameless Glass Curtains and their composition only. The products as specified in the schedule will be measured, manufactured and installed in the way considered suitable by the Company. The products are sold subject to availability from the Company's suppliers and the Company does not guarantee that the new materials supplied will match up existing materials.

The Company reserves the right to alter the specification and/or the design of the product as specified in the schedule overleaf, without prior notice to the Purchaser, and pursuant to the Company's policy of continuous improvement of its product.

## **9. Payment**

In the event that this agreement is not linked to a consumer credit agreement (i.e. the Purchaser is a cash Purchaser or is obtaining credit exceeding £15,000) the following shall apply:

50% deposit with order, 40% interim payment, due one week prior to installation, with the final 10% due 28 days after completion, unless otherwise agreed. For the purpose of this

agreement the term completion means installation of the products as specified, and in the event of any dispute, the Purchaser understands and accepts that he may not withhold any monies pending settlement. In the event of such dispute, the Company will investigate any alleged defects only after full payment has been received.

Any variation in the rate of VAT will be passed to the Purchaser.

The Company shall issue its standard commercial invoice for the Items delivered within ten (10) days from the installation completion.

The Purchaser shall pay the amount invoiced as agreed, to the Company's nominated bank account. If the Purchaser fails to pay the Company may at its option withhold further deliveries or supplies in respect of any contract with the Purchaser until such payment has been made.

If the Purchaser fails to pay any amount payable by it under the Contract, the Company shall be entitled but not obliged to charge the Purchaser interest on the overdue amount payable by the Purchaser immediately on demand from the due date up to the date of actual payment, after as well as before judgment, at the rate of eight (8) per cent per annum above the base rate for the time being of National Westminster Bank Plc. Such interest shall accrue on a daily basis and be compounded quarterly.

In the event of the Company withholding any delivery or supply of the Items, the Purchaser shall remain liable for all costs incurred by the Company arising in relation to any work performed in respect of future deliveries and/or supplies against any Order provided that the Company shall use its reasonable endeavours to mitigate any costs so arising.

## **10. Cancellation**

The Purchaser has the right to cancel this contract subject to the following:

10.1 Products such as windows which are made to measure and to specific requirements of the Purchaser are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However in accordance with the GGF Consumer Code of Good Practice the Company provide you with a right to cancel without charge up to 7 calendar days after the date of contract.

10.1.1 The Purchaser agrees that the survey, erection of any necessary access equipment and installation work for such products may start before the end of this 7 days cancellation period. If the Purchaser cancels, the Company will collect the products delivered but not installed and will charge you reasonable costs of collection. The

Company will also charge you reasonable costs for the survey, access equipment and installed products provided up to the point of cancellation.

10.1.2 The Purchaser's right(s) of cancellation referred to above can be exercised by delivering or sending a cancellation notice to the Company mentioned in the next paragraph within the time periods indicated.

10.1.3 The cancellation notice may be given to Frameless Glass Curtains Ltd, Unit 6, Ballard Business Park, Cuxton Road, Strood, Kent ME2 2NY.

10.1.4 The notice of cancellation is deemed to be served as soon as it is posted or sent to Frameless Glass Curtains Ltd, or in the case of an e-mail or fax from the day it is sent to Frameless Glass Curtains Ltd.

10.1.5 Any related credit agreement will be automatically cancelled if the contract for goods or any services is cancelled.

10.2 In the event of the Purchaser unilaterally, and in breach of contract, cancelling this contract the Purchaser agrees to pay, should the Company and its sole discretion so require as liquidated damages, 65% of the contract price, which the parties agree, is a fair and reasonable measure of the loss suffered by the Company plus all expenses actually incurred by the Company in its performance of contract including all commissions and marketing expenses.

## **11. Termination**

The Company reserves the right to terminate this agreement if, in the sole opinion of the Company's surveyor, there are or could be structural problems in installing the Company's products. The parties agree that the Company incurs no liability for loss by this action.

The Purchaser will remove any services or fixtures and fittings from the property (e.g. Boiler flues, radiators, pipes, electricity, telephone cables, door bells, satellite dishes etc.) before work commences. The Purchaser will allow the Company free use of water and electricity for the purposes of installing the products.

The Purchaser will obtain all third-party consents that may be required (e.g. from neighbours, planning authorities etc.).

## **12. Restrictions**

The customer agrees to notify the Company or its agents whether the property into which the Company's products are to be installed is a listed building or is subject to any local

planning controls or any relevant restrictive covenants and will be responsible for all fees even if permission is rejected.

### **13. Force Majeure**

The Company shall not be liable for any loss or damage resulting from a breach by the Company of its obligations under this contract (including delay in completion of the installation) where such breach arises from causes beyond the Company's reasonable control and in particular time shall not run for the purpose of condition 3 during a period of delay so caused.

### **14. Statutory Rights**

Nothing in these conditions will reduce your Statutory Rights relating to faulty or misdescribed goods and services. For further information about your Statutory Rights contact your Local Authority Trading Standards Department or Citizens Advice Bureau.

Last updated 10th January 2022