

Terms & conditions

These are the terms and conditions of business by Clearly Glass Ltd. These terms and the Order or accepted Quotation set out the entire agreement between you ("the Customer") & Clearly Glass Ltd ("the company"). Please read these terms carefully. Written acceptance of the order or quotation (or payment of the deposit) shall constitute acceptance of these terms.

1. PRODUCT

1.1 The company agrees to supply (& where applicable install), & the customer agrees to purchase the product(s) set out on the accepted order or quotation ("the products").

1.2 The company reserves the right to slightly change the products to a similar product in the event that the original product is unavailable. The company shall use its reasonable endeavours to inform you of any such substitutions.

2 SITE SURVEY

2.1 The company will undertake a survey of the site at which the customer wishes to have the products installed ("the site survey").

2.2 Any items that need moving or altering prior to installation will be marked on the survey sheet. These will be made aware to the customer & any work required/agreed with the customer should be completed before the installation date.

2.3 Due to the bespoke nature of our products, once the customer has placed an order it may not be cancelled. In the event of cancellation, the company will retain the customer's deposit. Any cancelled order or products that have already been manufactured by the company must be paid for in full.

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3 DELIVERY/COLLECTION

3.1 When all products have been manufactured or received, the company will contact the customer to arrange a mutually convenient delivery or collection date ("the delivery date").

3.2 The company will use its reasonable endeavours to deliver the product(s) on the delivery date & undertakes to notify the customer within a reasonable time in the event that the delivery date cannot be met. For the avoidance of doubt, time shall not be of the essence of delivery.

3.3 The company excludes any & all liability (to the extent permitted by law) for any costs or damages of any kind (including direct, indirect & consequential losses) arising out of late delivery of the product(s). The company shall not be responsible for delays or late delivery caused by circumstances beyond its reasonable control.

3.4 The customer must give the company at least five (5) working days written notice before the delivery date in the event that the customer wishes to delay delivery of the product(s).

3.5 In the event that the customer wishes to delay delivery by more than five (5) working days, the full balance of the value of the order will become immediately payable. The company agrees to store such delayed products, at the customer's risk, for up to one (1) calendar month from the original delivery date.

The company reserves the right to charge storage fees at a daily rate, until such time as the products are delivered to the customer.

3.6 A delivery charge will be payable by the customer: (a) if the company is not installing the product(s); or (b) on all installations outside a ten (10) mile distance of the company's premises in Exmouth, Devon.

4 SITE PREPARATION & INSTALLATION

4.1 The customer is solely responsible for ensuring that the site is suitably prepared for installation. In the event that damp is detected during the site survey the company recommends that the condition be treated well in advance of the agreed date for delivery & installation of the product(s).

4.2 Electrical & telephone points, utensil racks, appliances, cabinetry & all fixtures must be fitted or clearly marked before the site survey, as changes cannot be made to the product(s) once it is cut & toughened.

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4.3 For shower installations all tiling must be completed, shower trays in place, & any alterations agreed after the site survey (extra timber stud work for support etc) must be completed.

4.4 Walls and worktops must be reasonably level as otherwise the creation of gaps may occur.

4.5 Painter's caulk or silicone is applied to outer perimeter of the product(s), & joins for sealing & waterproofing purposes. Seals may vary depending on joinery, walls & worktops being level or plumb.

4.6 If the glass is being installed using adhesive the walls need to be sealed prior to the installation date using paint or PVA sealer, this is the sole responsibility of the customer to arrange. Company takes no responsibility for any unprepared surfaces resulting in unsatisfactory finish.

4.7 If the glass is being installed using screws no responsibility is taken by the company for any pipework or wiring that is damaged or disturbed when drilling into the walls. It is the responsibility of the customer to make the company aware of any wiring or pipework during or prior to the site survey.

4.8 If any electrical socket or switch needs to be removed in order for the glass to be installed this needs to be arranged prior to the installation date by the customer (unless otherwise agreed in writing). In many cases the sockets or switches can be isolated & the front plate loosened & fed through the glass cut-out without disconnecting the wiring. This will be determined during the site survey.

4.9 Failure to carry out any alterations that have been agreed will result in a failed installation charge of £150+vat.

5 INSTALLATION BY CUSTOMER

5.1 If the company is not installing the product(s), neutral cure silicone must be used so as not to damage the glass paint (for coloured glass products).

5.2 The company shall not be responsible for any issues relating to the size or fit of the product(s) if the product(s) are ordered without the benefit of a site survey by the company's installers.

5.3 The industry standard tolerance for glass cutting is +/-2mm. We aim for that to be only +/- 1mm, but any difference in glass size within this tolerance (+/-2mm) from the ordered size will be deemed acceptable.

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6 COMPLETION OF ORDER

6.1 The customer's order will be deemed completed when all product(s) set out on the order or accepted quotation have been installed, or, if the customer does not require installation, on delivery.

7 TITLE & RISK

7.1 Notwithstanding the earlier passing of risk, title in the product(s) shall remain with the company & shall not pass to the customer until all amounts due by the customer (including any applicable interest & costs) have been paid in full. Until title passes, the customer shall hold the goods as bailee for the company.

7.2 The company may at any time before title passes & without any liability to the customer repossess & dismantle & use or sell all or any of the product(s) & by doing so terminate the customer's right to use, sell or otherwise deal in them, & , for that purpose (or determining what if any product(s) are held by the customer on inspecting them) enter any premises of or occupied by the customer. Unless otherwise set out in these terms, risk passes onto the customer once the goods are installed, delivered or collected (as the case may be).

8 PAYMENT TERMS

8.1 Should company only supply the product a full payment with order is required. Once the payment is received in cleared funds proceeding of the order will commence. All glass will be charged at a minimum of 0.25 square meters.

8.2 Should the company supply the product &/or service to our customer, 50% deposit of estimated quotation/proforma invoice price in cleared funds is required before proceeding the order. The site survey will commence from the date of receipt of the customer's deposit. Final Invoice is based on site survey & maybe subject to change. When all products set out on the order or quotation have been manufactured or received, the company will contact the customer & arrange commencing installation. The remaining 50% payment is required on satisfactory completion.

8.3 Unless otherwise agreed with the customer in writing, payment shall be due immediately from the date the company submits an invoice to the customer. In the event of late payment, the company reserves the right to:

8.4 Cancel the contract & issue new contract

8.5 Charge the customer interest at the rate equivalent to that set for the purpose of section 6 of The Late Payment of Commercial Debts (Interest) Act 1998:

8.6 Calculated (on a daily basis) from the date of our invoice until payment;

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8.7 Compounded on the first day of each calendar month; &

8.8 Before & after any judgment (unless a court orders otherwise).

8.9 Failure to complete payment may result in loss of deposit, payment of all costs of materials & non-delivery of the product;

8.10 Suspend or cancel future deliveries or outstanding work;

8.11 Cancel any discount offered to the customer.

8.12 The customer does not have the right to set off any money they may claim from the company against anything that the customer may owe the company.

8.13 While the customer owes money to the company, the company has a right to keep any property the company may hold of the customers until payment has been received in full (a lien).

8.15 If the customer breaches any of the customer obligation under these terms, they are to indemnify the company in full against all direct or indirect expenses & liabilities incurred including legal costs & other related costs on a full indemnity basis.

8.16 The company may take any of the actions in this clause at any time without notice.

9. COLOUR

9.1 Colour is to be chosen from the company's standard range, colour matched to physical samples or paint brand swatches. Due to the variation in the manufacture of glass the colours as shown on the colour chart or sample cannot be guaranteed.

9.2 The company will use its reasonable endeavours to match as closely as possible the finished product with the colour chart, however the customer is advised that it is difficult to match a printed colour chart with the specialist glass paint.

9.3 Certain glass types other than Opti Clear (low iron) have a higher content of iron in them, which causes a green effect that changes the final colour of the colour coat. Please refer to the coloured glass samples for a more accurate indication. The colours on samples are slightly lighter than the finished product as samples allow more light through the edge of the glass thus making the colour lighter.

9.4 We recommend requesting a colour glass sample prior to order, if no sample is ordered the company will not replace or refund any glass due to the colour match being unsatisfactory to the customer.

9.5 Colours are mixed in batches for each individual order so there may be slight variation between the glass supplied & samples as well as if ordering the same colour at different times.

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10. AMENDMENTS

10.1 Please note any cost increases necessitated by the Site Survey are the sole responsibility of, and shall be payable by the customer. Any amendments in respect of changes requested after the final measure & survey are also payable in full by the customer. Any changes relating to changed position of sockets, taps, phone sockets, light switches or other fixtures are at the expense of the customer.

11. NON-DELIVERY & DEFECTS OR DAMAGE TO PRODUCT(S)

11.1 Any claim for non-delivery of any product must be notified in writing by the customer to the company within ten (10) days of the date of the delivery date. Any claim that any product have been delivered damaged, & not of the correct quantity or do not comply with their description must be notified in writing by the customer to the company within seven (7) days of the delivery date.

11.2 Any alleged defect must be notified in writing by the customer to the company within twelve (12) months of the installation of the product. The company accepts no responsibility for any damage or shortages to glass on a supply only basis once we have a signed delivery note. It is the customer's responsibility to check panels on receipt & sign them off. Allowing a third party to take delivery is at the customer's own risk.

11.3 Any claim under this Clause 11 must be in writing & must contain full details of the claim including a full description of any allegedly defective product. The customer shall afford the company a reasonable opportunity & facilities to investigate any claims made under this Clause 11, & the customer shall if applicable, & if so requested in writing by the company, properly return any product subject to the claim & any packing materials securely packed & carriage paid to the company for examination. The company reserves the right to refuse any claim in respect of which the customer has not complied with the claims procedure set out in this Clause 11.

11.4 If the customer establishes that any product have not been delivered, have been delivered damaged, are not of the correct quantity, or do not comply with their description the company shall, at its option, replace with similar goods any product which are missing, lost or damaged or do not comply with their description, allow the customer credit for their invoice value or repair any damaged Product.

11.5 If the customer establishes that any product are defective the company shall, as its option, replace with similar goods or repair any defective product, allow the customer credit for their invoice value or to the extent that the goods are not of the company's manufacture, assign to the customer (so far as the company is able to do so) any warranties given by the manufacturer of the goods to the company.

11.6 The delivery of any repaired or replacement product shall be at the customer's site or other delivery point specified for the original product.

11.7 The right to a replacement product, repair of the product or a refund as set out in this Clause 11 shall be the customer's sole & exclusive remedy.

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12. LIMITATION OF LIABILITY

12.1 Under no circumstances shall the company have any liability of any kind for: (a) any defects resulting from wear & tear, accident, improper use by customer or use by the customer except in accordance with the instructions or advice of the company; (b) any product that have been adjusted modified or repaired except by the company; (c) the suitability of the product for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the company; (d) any substitution by the customer of any materials or components not forming part of any specification of the product unless agreed in writing by the company; (e) any descriptions, illustrations, specifications, figures as to performance, drawings & particulars of weights & dimensions are contained in the company's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the products & are not to form part of these terms or be treated as representations; (f) any technical information, recommendations, statements or advice furnished by company its servants or agents not given in writing in response to a specific written request from the customer prior to the acceptance of the order; or (g) any variations in the quantities or dimensions of any product or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristics of the subject matter, & the substituted materials or components are of a quality equal or superior to those originally specified.

12.2 The company shall have no liability to the customer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of these terms or any negligence, breach of statutory or other duty on the part of the company or in any other way out of or in connection with the performance or purported performance of or failure to perform under these terms except: (a) for death or personal injury resulting from the company's negligence; or (b) as expressly stated in these conditions.

12.3 In no circumstances shall the liability of the company to the customer under these terms exceed the invoice value of the product.

13. PRODUCT CARE

13.1 Glass splashbacks are made using 4mm or 6mm, low iron, toughened glass. The glass is highly durable & impact resistant on flat surfaces.

13.2 CUSTOMER'S RESPONSIBILITY

It is the responsibility of the customer to follow manufacturer's instructions & to treat the products with due care & attention, as no responsibility can be accepted by the company for damage caused by incorrect use or cleaning with products that contain bleach or other corrosive agents. Glass should be cleaned with glass cleaning products or disinfectant.

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13.3 CLEANING ADVICE

- Glass splashbacks can be treated with ordinary mirror or window cleaning products
- We advise that you do not clean the glass with abrasive materials
- The glass should be cleaned on a regular basis
- Avoid using abrasive pastes or polishing materials
- The glass will not be harmed by descaling chemicals

13.4 - If there is any damage caused to the silicon seals, this should be repaired as soon as possible. Exposed edges must be treated with care.

13.5 SPLASHBACKS

Care must be taken when handling glass cladding products such as splashbacks before & during installation. Glass splashbacks are made from toughened (also known as tempered) glass, which is a type of safety glass according BS EN 12150. Toughened glass should receive the same care as annealed (ordinary) glass. Careless handling & improper installation sometimes causes edge damage, & delayed breakage can occur when edge-damaged tempered glass is subjected to mechanical stress, as in installation. Further, if cut, knocked or dropped, this material will produce instantaneous total fragmentation.

DO NOT under any circumstances attempt to cut or drill a splashback as it will shatter.

13.6 HEAT

All glass splashbacks must be installed a minimum of 3cm (1 1/8") from any heat source. This will include any hot water pipework concealed within walls & any radiant heat sources such as hobs, heated towel rails or radiators. We do not recommend glass splashbacks around fire surrounds.

13.7 SUITABILITY

Splashbacks are only suitable for internal walls

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14. GENERAL

14.1 These terms shall be governed by laws of England & Wales & the parties hereby submit to the exclusive jurisdiction of the English courts.

14.2 The parties agree that these terms & the order form constitute the entire agreement & understanding between the parties. These terms & the order form supersede all understandings, representations & agreements made between the parties. However neither party seeks to exclude or limit liability for any fraudulent misrepresentations.

14.3 The waiving (which must be in writing & signed by an authorised representative of the relevant party) on a particular occasion by either party of rights under these terms does not imply that other rights will be waived. If a party has a right arising from the other party's failure to comply with an obligation under these terms & delays in exercising or does not exercise that right, such delay in exercising or failure to exercise is not a waiver of that right or any other right.

14.4 Each clause of these terms is a separate term & is intended to stand alone. Should any provision of these terms be held to be invalid or unenforceable, such provision shall be severed from the remainder of these terms which will continue to be valid & enforceable to the fullest extent permitted by law.

15. TOUGHENED MIRRORS

15.1 All manufacturing processes are the same as glass splashbacks, however new spraying technology allows toughened glass to be mirrored & allows them to be used in areas subject to heat such as behind cooktops.

15.2 Due to the material nature & toughening process a reduced clarity compared to standard silver non-toughened mirrors of up to 10% is acceptable as well as hairline scratches up to 30mm in length.

16. DIGITALLY PRINTED GLASS

16.1 On request we will provide a print preview of your chosen image to be printed on glass, this preview is to give a guide of the layout of the image on your specific glass size.

16.2 The print preview is not to show an accurate representation of the image colour or quality, digital images can look very different on different viewing screens (phones, computers, televisions etc).

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16.3 We recommend that the customer request a preview with all digitally printed glass orders. If the customer chooses not to order a preview before proceeding with the order the company will not replace or refund any digitally printed glass due to image layout or quality.

17. FRAMELESS GLASS SHOWERS

17.1 The Company does not accept responsibility for any cables, water pipes, or other services that may be present in any walls, surfaces or fixtures to which we are fitting or fixing glass or glass hardware. Any damage that may occur to these services is the sole responsibility of the customer & if as a result of such damage the installation has to be delayed or aborted additional charges may be applied.

17.2 The company does not undertake any electrical or plumbing work. Prior to installation all relevant electrical fittings must be removed & cables isolated, water must be turned off & fittings removed. If any relevant work has not been undertaken the installation will not proceed & there may be an additional charge.

17.3 There may need to be additional strengthening required to walls in order to carry heavy glass doors or other shower fixtures, this will be decided during the site survey & it will be the responsibility of the customer to arrange or carry out any work needed before the installation date, or second site survey if this is required due to changes caused by the required work.

17.4 Shower door & enclosure products will not be guaranteed as being 100% leak-free. Water, especially pressurised water sprayed directly on hinge or seal components may leak.

17.5 Polycarbonate sealing profiles fitted to shower products will need to be replaced after a certain period of time as they may become worn.

17.6 If any fixtures or fittings, floors or wall surfaces are moved or changed after the site survey the company will charge for any further site visits & for any glass or hardware costs caused by the changes.

17.7 When installations have been quoted, our standard lead time given with the order applies to the manufacture & delivery of the goods only. Although we aim to install the systems by the same time of delivery, installation schedules do vary.

18. GLASS BALUSTRADES

18.1 Our surveying service includes all the measurements of all relevant areas in order to produce accurate manufacturing drawings.

18.2 Site surveys do not include structural calculations on the building itself. Although we can recommend the best method of fixing the balustrade, it is the client's responsibility to assure suitability by consulting a structural engineer or their builders as we are limited to inspect under finished buildings/floors & cannot guarantee other works.

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18.3 When installations have been quoted, our standard lead time given with the order applies to the manufacture & delivery of the goods only. Although we aim to install the systems by the same time of delivery, installation schedules do vary, due to weather conditions & availability from completion of previous works.

18.4 Installations cannot be carried out during adverse weather conditions such as rain, snow, excessive winds, etc. Rescheduling of works will be done in agreement with the customer to suitable dates subject to our current availability.

18.5 Our installation service includes the fitting of balustrades to suitable structures only.

18.4 The customer is responsible to guarantee that the structures have been built suitable for this purpose. A structural engineer or other competent professionals may be required, at the customer's expense, to investigate & approve the installation.

18.6 The company is not responsible if the structures are not suitable for installation even when we have surveyed the area & obtained measurements for manufacture.

18.7 In certain circumstances, it is only when installation works have commenced that we are able to recognise weaknesses on roofs/floors. If we identify these during works we may advise the client that we cannot proceed until additional works; at the customer's expense, are arranged. In this situation, installation of balustrades will have to be rescheduled.

18.8 Certain installations require cutting of roof tiles to connect handrails or brackets. Although our installation service will include core drilling of tiles to fix handrails or brackets the client should arrange at their expense, a suitable roofer to make these watertight.

18.9 Suitable platforms/scaffolding must be arranged at the client's expense & are excluded from our quotations. The company may refuse to carry out an installation if safety platforms are not in place.

18.10 The company reserves the right to use sub-contracted installers to carry out the installation of balustrade & railing systems & components on behalf of the company.

18.11 If any fixtures or fittings, floors or wall surfaces are moved or changed after the site survey the company will charge for any further site visits & for any glass or hardware costs caused by the changes.

19. GLASS DOORS & PARTITIONS

19.1 The company does not accept responsibility for any cables, water pipes, or other services that may be present in any walls, surfaces or fixtures to which we are fitting or fixing glass or glass hardware. Any damage that may occur to these services is the sole responsibility of the customer & if as a result of such damage the installation has to be delayed or aborted additional charges may be applied.

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19.2 The company does not undertake any electrical or plumbing work. Prior to installation all relevant electrical fittings must be removed & cables isolated, water must be turned off & fittings removed. If any relevant work has not been undertaken the installation will not proceed & there may be an additional charge.

19.3 There may need to be additional strengthening required to walls in order to carry heavy glass doors customer to arrange or carry out any work needed before the installation date, or second site survey if this is required due to changes caused by the required work.

19.4 Frameless glass doors & partitions are not designed to be completely airtight, there may be gaps around the edges of doors or glass depending on design & therefore will not be completely draught proof.

19.5 Polycarbonate sealing profiles, & any draught proofing seals fitted to glass products will need to be replaced after a certain period of time as they may become worn.

19.6 If any fixtures or fittings, floors or wall surfaces are moved or changed after the site survey the company will charge for any further site visits & for any glass or hardware costs caused by the changes.

19.7 When installations have been quoted, our standard lead time given with the order applies to the manufacture & delivery of the goods only. Although we aim to install the systems by the same time of delivery, installation schedules do vary.

20. GENERAL

20.1 The company reserves the right to change the terms & conditions of business at any time, however the terms given at the time of order will be adhered to.