

GlassOffices4U Terms and Conditions of Business

Definitions:

GlassOffices4U is a trading name of Aurora Partitioning Limited. In these “**terms**” GlassOffices4U is referred to as “**we**”, “**us**” and “**our**”. “**You**”, “**your**” and “**they**” is referring to the person, firm or company buying services from **us**. “**Services**” is referring to the goods and/or services **we** provide to **you** as a customer. **Our** working hours are 09:00 to 17:00 Monday to Friday and are referred to as “**in-hours**” works. A “**buyer**” is defined as the person, firm or company buying any glazing materials from **us**.

1 Quotations

- 1.1 All quotations we provide to **you** are valid for a period of 60 days.
- 1.2 All prices/quotations are subject to VAT and this will be clearly stated on **our** written quotation sent to **you**.
- 1.3 Prices can vary after the 60 days quotation period.
- 1.4 **Our** on-line instant office calculator is a guide priced based upon standard products, reasonably good dimensions given and good site conditions. If any of these are to change, it will be reflected accordingly in **our** written quotation.
- 1.5 **We** reserve the right to revoke any quotation sent to **you** at any point in writing prior to receiving a deposit payment made by **you**.
- 1.6 All quotations are a fixed price for works described.
- 1.7 Any additional works will be subject to an uplift in costs from **us** and an additional quotation will be supplied by **us** prior to these additional works being carried out.
- 1.8 A minimum of five working days’ notice is needed to book quoted work in otherwise **we** cannot guarantee start dates that **you** may request.
- 1.9 Quotations are based on all works running continuously **in-hours** and out of sequence work, delays or changes may incur additional costs by us to supplement the labour costs.

2 Payments

- 2.1 All payments are to be in British Pounds Sterling and funds paid directly into **our** bank account via electronic bank transfer.
- 2.2 A non-refundable “survey deposit” payment of £150.00 is required from **you** to book one of **our** surveyors to attend **your** premises and complete a full glass/doors survey.
- 2.3 The “survey deposit” will be deducted from the net total job price for **your** new glass office installation.
- 2.4 **You** are required to pay the “stage 1 payment” which is 50% of the total quoted price including VAT to **us** after the survey, this will enable **us** to order the glass panels for your office. Materials will not be ordered until this payment is made.
- 2.5 **You** will need to pay the remaining balance of the total quoted job price including VAT to **us** via bank transfer in full seven days after **our** installation team’s agreed install date.
- 2.6 **You** have the right to cancel **your** order at any point up to the stage 1 payment being made.
- 2.7 Due to every panel of glass being “made to measure” for **your** specific office, **we** cannot cancel any orders after taking the stage 1 payment. If **you** have no other option but to cancel **your** order after the stage 1 payment has been made, **we** will require 70% of the total quoted job price including VAT paid to **us** to cover all materials/admin costs.

1 Surveys

- 1.1 A non-refundable survey deposit payment is required from **you** of £150.00 in order to book one of **our** surveyors to attend your premises to complete a full glass/doors survey.
- 1.2 **You** have the right to cancel the survey by either phone call or email to **us** no less than 48 hours prior to the survey date/time without losing **your** survey deposit payment.
- 1.3 If a survey has been cancelled by **you** less than one full working day prior to the survey date/time or if there is no access to **your** property on the day of survey, **you** will unfortunately forfeit the survey deposit payment of £150.00 and **you** will incur an additional survey deposit charge which **you** will need to pay in full in order to book one of **our** surveyors for another visit.

- 1.4 **We** reserve the right to cancel/amend survey date/times at any time due to unforeseen circumstances such as but not limited to staff illness etc.
- 1.5 A full elevation drawing/s and itemised list/s of products/services will be emailed to **you** by **us** after your survey which **you** will need to confirm and then pay the stage 1 payment before **we** proceed with ordering any materials.
- 1.6 **Your** dimensions supplied via the instant calculator on **our** website will never be used and **you** will not be liable for any glass/door mistakes.
- 1.7 **You** will have the opportunity to change specifications before the stage 1 payment is made. Glass panels will be order straight after the stage 1 payment is made and we will no longer be able to change the sizes.
- 1.8 **You** will have the opportunity to change the layout up to when the stage 1 payment has been made. Alterations can be made after this point but will incur additional costs for glass panels that have already been ordered. We will be able to provide you with a written quotation before any changes are made.
- 1.9 **We** have assumed that **you** would inform **us** of any knowledge of asbestos in any part of **your** premises prior to acceptance (stage 1 payment) of works. **We** need sight of any asbestos register in order that the appropriate Risk Assessments can be carried out.

2 Installation

- 2.1 All working areas are expected to be clear of furniture before **our** installation team arrives.
- 2.2 Any new walls or ceilings being built must be completed before **our** installation team arrives.
- 2.3 Any obstructions such as lights, sockets, grills, radiators etc must be removed/re-located before **our** works start.
- 2.4 Any aborted days due to **us** attending **your** premises and the areas are not ready to receive our glazed partitions, will incur additional costs for the allocated labour.
- 2.5 A suitable space will be needed close by the new office space where **our** installation team can set up an electronic mitre saw. 240v power supply will be required.
- 2.6 Adequate heating, lighting and power supplies are to be provided by **you**.
- 2.7 **Our** installation teams normal working hours are 08:00 to 17:00, if these hours are not suitable for any reason **you** must contact **our** office either by phone call or email before the stage 1 payment is made.
- 2.8 **We** will only send fully trained/competent installers that **we** use on a regular basis and are completely familiarised with all **our** glazing systems/door sets.
- 2.9 Generic site Risk Assessments and Method Statements (RAMS) are available upon request.
- 2.10 **We** cannot take responsibility for any damage caused to finished tiled or concrete flooring when cutting out for floor springs.
- 2.11 No allowance has been made by **us** for decorative finishing silicone to tracks/frames that are being installed.
- 2.12 No allowances have been made by **us** for making good of any walls/ceilings where **you** have removed/re-located any obstructions.
- 2.13 **Our** installation team will protect the cutting area then clean all working areas after the job is complete leaving it as **we** found it.
- 2.14 **You** will be required to sign **our** simple customer "sign-off" sheet when works are complete, confirming that all glass panels/doors/ironmongery have been installed and there is nothing outstanding. If no one has authority on the day to sign-off works, **we** will leave a hard copy of the customer sign-off form that must be filled out by **you** and emailed back to us within 48 hours or acceptance of works will be assumed.

3 Quality

- 3.1 All installation works provided by **us** will be built to a satisfactory quality within the meaning of the 'Sale of Goods Act 1979'.
- 3.2 **We** guarantee **our** products from any defects and **we** will replace any defected parts free of charge but must be notified of any defects by **you** immediately after delivery.
- 3.3 **We** ask that you contact **us** as soon as possible and within seven days if **you are** unhappy with the quality of **our** installation.

- 3.4 **We** reserve the right to put right any of **our** works deemed unsatisfactory in the snagging process in the days after completion and require a reasonable amount of time/days to carry out these works. If not given this opportunity to put unsatisfactory work right, we cannot accept any financial liability.
- 3.5 To establish any defects or imperfections in toughened or laminated glass, inspections must be as stipulated in the Glass & Glazing Federation (GGF) Guidelines for internal glazed partitions 2014. This inspection must be no less than 3 metres away and viewed at 90 degrees.

4 **Guarantees**

- 4.1 **We** will guarantee **our** products supplied by **us** for a period of twelve months. This covers any failures/defects in materials and any items deemed as an unsatisfactory installation.
- 4.2 **We** will not give a guarantee on any products that covers failures/defects that have been installed by **us** but have been adapted in any way by others.
- 4.3 **We** guarantee the paint on **our** powder coated products for a period of 10 years. Damage to or deterioration of the coating system arising from causes beyond our control such as but not limited to mechanical damage, fire damage, malicious damage, pollution and abnormal weather conditions or where failure is associated with prolonged exposure of the coating to temperatures in excess of 110 degrees centigrade or to acid or other hazardous sources which are known or believed to be damaging to powder coatings.

5 **Force Majeure**

- 5.1 If either party is delayed or prevented in the performance of any of its obligations by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable, (including war or other armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, national or international emergency or calamity, strikes, lock-outs or other industrial disputes, (whether involving its own workforce or any third party's), failure of energy supply, disruption to transport, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings or other structures, fires, floods, storms, earthquakes, natural disasters, extreme adverse weather conditions, other acts of God, loss at sea, epidemics or similar events and default of suppliers or sub-contractors caused by any such event), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.

6 **Legal**

- 6.1 All intellectual property of **ours** such as trademarks, trade names, patents, registered designs, images and samples of products remain the property of Aurora Partitioning Limited.
- 6.2 **You** agree to respect the intellectual property rights of **ours** and will refrain from copying, downloading, transmitting, reproducing, printing, or exploiting for commercial purpose any material contained within either **our** websites, emails or paper copies distributed.
- 6.3 Any waiver by **us** of any breach or default of these terms shall not be construed as a continued waiver of that breach nor as a waiver of any subsequent breach of the same or any other provision.
- 6.4 **We** accept no responsibility, whether by reason of breach of contract, duty or in tort otherwise, for loss or damage to free issue materials or components supplied to it. Such materials or components are not insured by **us** and **you** should therefore arrange adequate insurance cover.
- 6.5 All goods delivered/installed by **us** remain the property of Aurora Partitioning Limited until full payment is made. **We** reserve the right to enter **your** property to recover materials if full payment has not been made to **us** within the stipulated timescale.