

General

1. We consider these terms, your order and our price (as set out in the above Quotation) to set out the whole agreement between you and us for the supply of the works set out in the Quotation. All other additional terms and conditions or verbal agreements are hereby excluded unless specifically documented in the Quotation. If any of these terms are inconsistent with any of the Quotation, the Quotation shall prevail. **These terms only apply to our contracts with consumers.**
2. Please check that the details in the Quotation are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing as we only accept responsibility for statements and representations made in writing by our authorised employees.
3. Please ensure you read and understand these terms before you sign the Quotation because, subject to Clause 4 of this section, you will be bound by these terms once the contract comes into existence between us.
4. The Quotation is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion. This contract is expressly conditional upon us conducting an installation survey and being satisfied with the results (in our sole opinion). Notwithstanding the date of signing the Quotation, of the contract shall be held as conducted by us 7 days from the date of installation survey (at which point a contract shall come into existence between us based on the Quotation), unless you have been otherwise notified by us in writing within this period of time. Any technical changes agreed between us in writing to reflect the outcome of the survey shall be incorporated into the Quotation.
5. Any samples, drawings, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the services they describe. They do not form part of the contract between us.
6. Any quotation for services is given on the basis that a binding contract shall only come into existence in accordance with clause 4 of this section.
7. You may, within 7 calendar days of placing an order, amend or cancel an order by providing us with written notice in accordance with Clause 10 of this section. If you wish to cancel or amend the contract after the period of 7 calendar days it shall be at our discretion as to whether we accept such amendment or cancellation. You acknowledge that any amendment may result in an increase in price specified in the Quotation. If we accept your cancellation, we shall send you an invoice comprising our loss arising from cancellation, and you will be obliged to pay this within 7 days of the intimation of the invoice. Our loss will be based upon the outlays for materials which have incurred administration costs and labour costs prior to and including the date of cancellation. A minimum charge for such a cancellation will be 15% of the total contract value.
8. We have the right to revise and amend these terms from time to time. You will be subject to the policies and terms in force at the time that you order the services from us, unless any change to those policies or these terms is required by law or government or regulatory authority in which case it will apply to orders you have previously placed that we have not yet fulfilled. If the services are ongoing, we will give you prior notice of any changes to the terms and you can choose to cancel the order without penalty before the new terms affect you.
9. You may not transfer any of your rights or obligations under these terms to another person without prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these terms to another organisation, but this will not affect your rights under these terms.
10. All notices sent by you to us must be sent to Pinefield Glass Ltd, 1 Pinefield Parade, Elgin, IV30 6AG. We may give notice to you at either the email or postal address you provide to us on the Quotation. Notice will be deemed received and properly served 24 hours after an email is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, on the case of an email, that the email was sent to the specified email address of the addressee.

11. We will only use personal information you provide to us to provide the services or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information. We will not pass your data to third parties. We may use your data to send you marketing and promotional information relating to our services. Please contact us if you do not want to receive such information.
12. If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent then the term will, to that extent only, be severed from the remaining terms which will continue to be valid to the fullest extent permitted by law.
13. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control ("**Force Majeure Event**"). A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), strikes, lock-outs or industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or fire, explosion, storm, flood, earthquake, bad weather preventing performance, subsidence, epidemic or other natural disaster; or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or the impossibility of use of public or private telecommunications networks. Our obligations under these Terms are suspended for the period that the Force majeure Event continues. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Terms can be performed despite the Force Majeure Event.
14. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
15. These Terms shall be governed by the laws of Scotland and you and we both agree to the non-exclusive jurisdiction of the Scottish courts.
16. Pinefield Glass Ltd is committed to protecting the privacy and security of your personal information. Our Customer Privacy policy aims to give you information about how we collect and process your personal data and applies to anyone who buys any of our products, uses any of our services and uses our website. A copy of the policy is available on request from our Data Protection Team.

Specifics

1. Title to any goods supplied to you as part of the Services shall be retained by us until we have received payment in full for the services.
2. It is your responsibility to remove any curtains, blinds, furnishings, fixtures, fittings and any other items which are necessary to be removed to enable us to carry out the Services. We will not be held liable for any damage caused as a result of non-removal or removal by us at your request. We will (at our expense) remove and dispose of all frames and glass which we replace and related debris unless you notify us otherwise in writing. No guarantee is given in respect of our removing existing frames and glass intact.
3. In the case of "supply only" orders (ie where no installation is required) you shall provide the exact measurements and full details of the product(s) required along with all relevant information to us. The measurements provided must be manufacturing sizes.
4. You agree to grant us access to the address at which we are to provide the Services during reasonable working hours (Monday to Friday from 7.30am until 6.00pm, Saturday from 8.00am to 12.00noon) to enable us to carry out the survey and the Services.
5. You will allow installation to commence within the estimated installation period specified at the time of order. If, within six weeks of the end of the estimated installation, you are unable to accept an installation appointment, 80% of the outstanding balance is then payable and installation or delivery will follow as soon as reasonably practical by agreement between us. If the work is not commenced within the proposed installation period, you may write to us requiring the work to be started on a reasonable notice (no less than 6-8 weeks depending on the services ordered). If the work is not completed within the designated timescale thereafter (such designated time scale to be produced by us at your request) due to reasons within our control (i.e. not a Force Majeure Event) you may cancel the outstanding works covered by the contract by written notice.

6. We reserve the right to provide goods which may differ from the specifications in our brochure or as specified on the Quotation as part of the services to address any changes made to the goods by the manufacturer or, where necessary, to supply goods deemed by us to result in an equal or improved product.
7. It will be your responsibility to obtain any necessary local authority consents prior to commencement of the work such as planning/building warrant approval, unless specified on the Quotation and you shall ensure that if such consents are required you notify us of the same and provide 3 sets of stamped approved drawings prior to us conducting the installation survey.
8. All works will be completed to acceptable building industry standards and tolerances. We shall not be responsible for, nor shall we be required to remedy any unforeseen/latent defects in existing timbers or any structural materials which become apparent during or after the performance of the services.
9. Should asbestos be found during the services, you acknowledge that a specialist will be required to remove and dispose of this material. You are responsible for having these works carried out and we shall only proceed to complete our agreed works on receipt of a completion certificate from the specialist confirming the removal of all asbestos.

Payment Terms

1. The price of the service will be set out in the Quotation we provide to you or, if we have not provided a quotation or the quotation has expired, in our price list in force at the time we confirm your order. Prices are liable to change at any time but price changes will not affect orders that we have confirmed in writing. These prices include VAT. However, if the rate of VAT changes between the date of order and the date of delivery, we will adjust the VAT you pay unless you have already paid for the services in full before the change in the rate of VAT takes effect.
2. 50% deposit of the total confirmed order value is payable prior to commencement of the services. We may invoice you for some of the services as specified in these terms and/or the order or otherwise at any time after we have provided the services (or applicable part thereof) to you. 50% balance is due on the last scheduled day for the completion of the services. You must pay the invoice in cleared monies. Payments must be made in cash, by bank transfer or credit card. Payments by cheque will be accepted on a cleared funds basis only. **Note: All credit card payments (other than deposits up to £2,000.00) are subject to a 1.75% surcharge.**
3. Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of the services or any other outstanding orders until you have paid the outstanding amounts.

Exclusion of Liability

1. Subject to Clauses 2 and 3 of this section, if either of us fails to comply with these terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these terms.
2. **Neither of us shall be responsible for losses that result from our failure to comply with these terms including but not limited to losses that fall into the following categories (I) Loss of income or revenue; (II) Loss of use of business; (III) Loss of anticipated savings; or (IV) Loss of data.**
3. We are not liable for the cost to reroute services such as water, gas, electricity, telephone, satellite dishes, pipes, cables or any other elements of the structure of the site at which we are performing the services. Any additional works which are necessary out with the original contract will be charged at our normal labour rates.
4. Clauses 1 to 3 above do not include or limit in any way our liability for (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; (iii) any breach of the obligations implied by section 12 of the Sale of Goods act 1979 or section 2 of the Supply of Goods Act 1982; (iv) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or (v) any other matter which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

Guarantee

We undertake to repair and/or replace (whichever is deemed by us to be most appropriate) any goods supplied by us as part of the Services if the product or part of the product develops a defect due to defective materials or defective construction within 10 years of the services being provided. This guarantee is given subject to all the aforementioned terms and conditions and the following conditions:

1. Is valid to the person named on the order;
2. Us receiving payment in full of the contract price as amended and agreed from time to time;
3. You providing us with written notice of any claim under this guarantee in accordance with the Terms, within the period of the guarantee and within 28 days of the alleged fault arising;
4. You providing us with our invoice number which is also your guarantee number.
5. Us having installed the product as part of the services and you/any third parties on your behalf not having interfered with the product or any part of it without our prior written consent;
6. The product not having been damaged as a result of accident or negligence by you or a third party or any causes out with our control; and
7. You affording us and/or our representatives reasonable opportunity to examine the product on site.

The guarantee shall not extend to the following:

1. Where, due to new building regulation regarding the manufacture of glass resulting in all glass having to be coated, any blemishes or marks in the glass which can not be seen from a distance of 3 metres, while looking through and not at the glass, shall be deemed acceptable and will not be replaced.
2. No guarantee or warranty is given by the company concerning the incidence, prevention or elimination of condensation other than between the panels of glass which comprise hermetically sealed units, nor have its agents authority to make such representations of warranties. In normal conditions the incidence of condensation to where adequate ventilation exists and where there is no excessive humidity.
3. Timber products, PVCu door panels, gearing, handles and all hardware are only covered by the manufacturer guarantee and we have no liability out with these conditions.
4. Any external leaded or gold leaf products will not be guaranteed against discolouration.
5. Where the faults are as a result of the lack of maintenance since installation in accordance with our Care and Maintenance Guide.

Should the guarantee be required to be transferred to a different named person, this would be subject to a site inspection by us to ensure the products have been maintained appropriately. This service is chargeable with costs available on request.

Note: We reserve the right to withdraw the full guarantee should the product or any part of the product or any part of the services be altered in any way by you or a third party without our written permission.

I hereby accept these terms and conditions and instruct you to proceed with the works as described on the following:

Quotation No: _____

Quotation Date: _____

Signature: _____

Print: _____

Date: _____