PINEFIELD glass

Terms and Conditions for glass splashbacks, paint spraying and any related works.

General

1. We consider these terms, your order and our price (as set out in your Quotation) to set out the whole agreement between you and us for the supply of the works. 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 all customers**

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 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 3 calendar days of placing an order, amend or cancel and 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 3 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, in 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 as detailed in our Customer Privacy Policy.

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 because of non-removal. No guarantee is given in respect of our removing existing glass intact.

3. If you are providing templates, they must be made using 10mm MDF. Templates provided using other materials will not be guaranteed for accuracy and may not be accepted for processing.

4. In the case of "supply only" orders (i.e. 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.

5. In the case of "supply only" orders any issues must be reported in writing within 2 working days of receipt of the good.

6. Deductions must be made to allow for expansion of units and worktops. Typically, this will be 3mm off each measurement for a single splashback and may be more where jointing of several panes is required.

7. During the toughening process, the glass is heated then rapidly cooled to form a barrier. This process can increase/reduce the size of the finished glass from that of the size provided/template by +/- 2mm. This tolerance is compliant with BS EN 12150 and is deemed acceptable.

8. Only items painted using the same paint batch are guaranteed to colour match. Where a sample is provided, items ordered separately, or items are ordered at a different time they will be similar in colour but may not be an exact match.

9. Cut outs for wall units, cooker hoods, sockets, etc are made using a CNC machine prior to the glass being toughened. The process involves using a drill hole at each corner meaning that the corners are rounded.

10. Mild soapy water, with a cloth or sponge should be used for cleaning spray painted products. No abrasive cleaning products should be used.

11. The use of touch paints should not be used on spray painted products, this action will nullify the Guarentee.

12. 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.

13. You will allow installation/works 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 4-6weeks 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.

14. 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.

15. 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.

16. Where accidental damage occurs during an installation, if possible, we will replace the damaged item or area with like for like products or materials. Where it is not possible to source like for like products or materials, a similar product or material will be used in lieu. In such instances, Pinefield Glass Ltd is only liable to replace the damaged product or material and is no liable to replace a suite of products or areas which are undamaged.

17. 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. Full payment of the total confirmed order value is payable prior to commencement of the services. You must pay the invoice in cleared monies. Payments must be made in cash, by bank transfer or debit/credit card. Payments by cheque will be accepted on a cleared funds basis only.

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 5 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 provide 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 provide us with our invoice number which is also your guarantee number.
5. The product being installed as per our guidelines;
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 representative's reasonable opportunity to examine the product on site.

The guarantee shall not extend to the following:

1. Where any blemishes or marks in the glass which cannot be seen from a distance of 3 metres, while looking directly at the glass/ product they 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 agent's 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. Where the faults are because of the lack of maintenance since installation in accordance with our Guidelines.

N.B. Items replace under a guaranteed claim will be similar to but are not guaranteed to colour match the original items as they will be manufactured using a different paint batch.

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:_____