



Trading name of 1Stop Glazing Ltd

1Stop glazing Ltd
101 Sunnyside Road,
Ilford,
Essex
IG1 1HY
T: 020 3 369 0091
info@imperialgs.co.uk www.imperialgs.co.uk

1. DEFINITIONS

a) Except where inconsistent with the express written terms or the subject of any written contract between 1STOP GLAZING LIMITED (hereinafter called "the Company") and a Customer the following Standard Conditions shall apply to all contracts between the Company and its Customers

b) In these Conditions "the Company" 1Stop Glazing Ltd Limited of 101 Ilford Lane, Ilford, Essex IG1 1HY and "the Customer" means any person placing an order with the Company for the purchase of goods ("goods").

2. EFFECTS OF CONDITIONS

All quotations and tenders are given by the Company on condition that the Company shall not be bound until it has communicated its written acceptance of the Customer's order and these Standard Conditions and any other written conditions embodied in the Company's acceptance of an order. The Customer shall if it accepts any goods delivered against such order be deemed to have agreed to these Standard Conditions and such other conditions (if any).

The contract comprised by these terms shall comprise the entire contract between the Company and the Customer ("The Contract")

3. NECESSITY FOR WRITING

a) The Company shall not be bound by any representation made on its behalf nor by any express condition of warranty unless the same shall be in writing.

b) Unless specifically agreed in writing and signed by a director of the Company information and advice given orally contained in the Company's publicity material advertisements and catalogues and in correspondence between the Company and the Customer before the date of the Contract is given gratuitously and without responsibility on the part of the Company and shall not form part of the Contract.

4. QUALITY AND DESCRIPTION

a) The Company shall not be bound in any implied condition of warranty whether arising by implication of law or to be implied from circumstances except a warranty that subject to the usual tolerances in the trade and the Company shall use its best endeavours to deliver goods conforming with the contractual description and that (subject to such usual tolerances) the quality of the good supplied by the Company shall be the best that is reasonably practicable. Where some of the goods comprised in a contract do and some do not conform to the contracted description the Customer shall be entitled to reject at the contractual rate.

5. PRICES

a) The Company shall be entitled to charge to the Customer the amount of any VAT or any other TAX or duty based upon or relating to the sale or turnover (whether or not included in the quotation or invoice) for which it shall be liable. b) The Company will endeavour to maintain the prices but the Company shall have the right to increase prices to reflect any increase in its costs resulting from: i) any alteration in or addition to the Customer's requirements ii) the Customer's instructions or lack of instructions iii) any interruptions delays or additional or overtime working arising from causes which the Company is not directly responsible. iv) any increase in or new tax duties or levies (including VAT) imposed on the goods v) fluctuations in foreign exchange rates c) The Company shall have the right to invoice the Customer in respect of a partial delivery of the Goods d) Work done whether experimentally or otherwise at the Customer's request will be charged for at the Company's prices current at the relevant date.

6. THE COMPANY'S OPTION TO RESCIND

The Company shall have the option (but without prejudice to any of its other rights against the Customer) by notice in writing to the Customer to rescind any contract between the Company and the Customer or to suspend delivery in the following events:

a) Should any sum owing by the Customer to the Company be overdue whether under the same or any other contract or b) Should the Customer be in breach of any term of the same or any other contract with the Company and fails to remedy such breach (if remedial) within 10 working days of the Company's notice to do so or c) Should the Customer enter into any composition or arrangement with or for the benefit of its creditors have a receiving order in bankruptcy made against him (if an individual) or (if a corporate body) should it go into liquidation whether voluntary compulsory or under supervision or distress or execution is levied against any of the Customer's debts and is not paid or discharged within 7 days or the Customer ceases business as a going concern or ceases to be in a position to fulfil the Contract d) On the termination of this Contract for any reason: i) the Company shall be discharged from any further liability to perform under the Contract ii) the Customer shall pay the Company on demand for all work performed and goods supplied by the Company for the Customer prior to termination and iii) the Company is granted an irrevocable licence to enter the Customer's premises to recover any goods or other materials which are the Company's property. e) No forbearance or indulgence by the Company shown or granted to the Customer whether in respect of these Standard Conditions or otherwise shall in any way affect or prejudice the rights of the Company against the Customer or be taken as a waiver of any of these Standard Conditions.

7. CONSEQUENCES OF DELAY The Company shall not incur any liability to the Customer in respect of failure to deliver or delay in delivery occasioned by any cause beyond its control. In the case of any failure to deliver or delay in delivery occasioned by some cause within its control the Company shall be under no liability to the Customer in respect of: a) any charge or compensation paid by the Customer in consequence of any failure or delay by it in fulfilling any contract with a third party or b) any loss of profit or diminution in value of goodwill or c) any other indirect or consequential loss of whatever nature.

8. TIME AND MODE OF DELIVERY a) Dates and times given for completion or delivery of goods or of any stage or process are given as estimates only. The Company will endeavour to meet any time estimates but reserve the right to amend any estimates and will notify the Customer of such amendment where practicable. b) The Company shall not be liable to the Customer for loss or damage resulting from failure to meet a date or time estimate from any clause including negligence. c) If no time for delivery is specified in the Contract the Customer shall be bound to accept the Goods when they are ready for delivery by the Company. Should expected delivery be agreed subsequently to the date when the Contract is entered into necessitating overtime or additional cost of any nature whatsoever the Company may impose an additional charge to cover the same.

d) The Company shall be entitled to deliver Goods by instalments. The failure by the Company to deliver one or more instalment shall not entitle the Customer to claim compensation or to terminate or suspend this contract and/or reject those or subsequent deliveries. e) It shall be the responsibility of the Customer to examine the Goods on delivery and notify the Company of any defects at time of delivery. If the Company does not receive such notice it shall be discharged from all liability (whether arising in negligence or otherwise) arising from short delivery or such defects. f) If the Company agrees to deliver (or to arrange delivery of) the Goods to a place nominated by the Customer delivery shall be effected when delivery is tendered there during normal working hours. g) If the customer does not accept delivery of the Goods in accordance with this paragraph (8) the Company may arrange for the storage of the Goods on the Customer's behalf but without liability for any loss or damage occurring after the agreed delivery date. The Customer shall in addition to the price pay on demand all reasonable charges for storage insurance and transport occasioned by his failure to take delivery. h) The Company shall not (unless the Goods are collected by the Customer from the premises) be liable for any shortage on receipt by the Customer or in the event of any loss or damage caused to the Goods while in transit. i) The Customer shall carefully examine the Goods on the Company's premises and shall indemnify and notify the Company of any defect reasonable discoverable on careful examination. If the Company does not receive such notice it shall be discharged from all liability (whether arising in negligence or otherwise) arising from short delivery or such defects.

9. PAYMENT

a) The Customer shall pay by way of a deposit, 30% of the total purchase price of the Project, 50% 7 days prior to commencement of works and 20% the day before completion, including VAT, as cleared funds. Note: the stage payments are subject to change at the companies discretion. If the Customer is an "account Customer" the balance shall be paid as per Terms agreed. If the Customer is a "non-account Customer" he/she shall pay, with cleared funds, the deposit before acceptance of order and the balance shall be paid, again by cleared funds, prior to completion of the work. Any deposit so paid shall, for the avoidance of doubt, be non-returnable. b) If full payment is not made on the date due then interest shall therefore be payable on the outstanding balance at the rate of 8% above the current minimum lending rate from time to time in force compounded monthly until payment. c) The Customer shall not be entitled to withhold any payment of any invoice by reason of any right or set-off or any claim to dispute with the Company whether relating to the quality or performance of the Goods or otherwise.

d) Any advance payment made by a Customer at the Company's request shall be held by the Company as a deposit and not part payment. e) The Company shall have the right to suspend performance of its obligation under the Contract if it reasonably believes that the Customer will not make a payment in accordance with this paragraph 9. f) If, on account of the Customer's act or omission, the work to be performed under this Contract is suspended or delayed for 7 or more working days then the Company may invoice the work then carried out at its prevailing rates and the Customer shall pay the same within 7 working days of the date of the invoice.

10. GOODS AND SERVICE WARRANTY

The description of the Goods and Services and terms of payment of the Price shall be set out in the Quotation. The Customer warrants and undertakes to the Company that it has obtained or will obtain all necessary Authorities, Permits, Licences and Consents which may be required to enable the Company to carry out the Services and supply the Goods and for the Contract to be performed.

The Customer shall provide suitable access to the site or premises of the Customer to ensure the Services can be carried out. The Company and Customer agree that the Company will require carrying out a survey inspection of the area or building where the services are to be provided. The Customer acknowledges and agrees that it may have to carry out certain work before the Company is able to provide the Services.

The Company and the Customer shall agree the time and place of when the Services shall be performed and shall be detailed in the Quotation, subject to the availability of the Company, staff and agents and the availability of the Goods. The Company shall use reasonable endeavours to complete the Services by the date detailed in the Quotation. Time shall not be of the essence:

(a) for delivery of the Goods;

(b) for any times for when the Services are to be performed, whether given or agreed by the Company; or

(c) for the length of time that any of the Services are to take, whether specified in the Quotation or otherwise.

The Company will, at its option, either make good by repair or by the supply of a replacement, where defects which, under proper use, appear and the Goods within a period of 10 years for profile & installation, 5 years for glass, 1 year for furniture (handles, hinges, locks and barrels) after the Goods have been delivered and installed provided that:

(a) the Customer notifies the Company in writing of the claimed defects immediately on their appearance; and

(b) the Company is satisfied with the defects arisen solely from the faulty design materials or workmanship;

(c) the repaired or replacement Goods will be delivered to the Customer to the original place of delivery, but otherwise subject to the provisions of the Contract.

As an alternative to the above, the Company shall be, in its absolute discretion, entitled to return all or some of the sums paid by the Customer for the Goods to the Customer if the Customer, has already paid such sums when the claimed defect is notified by the Customer to the Company.

The warranty under this does not cover accidental damage nor damage resulting from a failure to follow the maintenance instructions which are provided to the Customer on completion of the Services. The warranty will be immediately invalidated should any other than the Company's approved representative carry out work to the installation. A minimum call out charge will be made for all service calls not covered by warranty and any further work thereafter will be charged at the prevailing rates communicated to the Customer prior to commencement of work.

Whilst the Company takes all reasonable steps to preserve the appearance of all brassware and lead ware used in its products, by their nature both brass and lead will tarnish when exposed to the atmosphere. The Company's warranty does not therefore extend to cover either brass or lead ware. The Company strongly recommends that the customer regularly maintains such fittings by cleaning and polishing to reduce as far as possible the effects of tarnishing.

The remedy provided is without prejudice to any other provisions of the Contract

The Customer will provide reasonable access to enable the Services to be carried out. If within 7 days of such advice an appointment for reasonable access has not been fixed Price will become due and payable immediately.

The Company further reserves the right to make any modification in design, specification, composition or installation to existing products which it may consider necessary or desirable following an inspection by one of its authorised employees. Such modification (and charge (if any) therefore) shall be made at the absolute discretion of the Company pursuant to its after sales service and shall in no way be taken to be admission by the Company of any defect in the product or liability therefor. If the Company intends to charge the Customer for any such proposed modification such change shall be agreed with the Customer in advance of any work being done.

11. REMEDY OF DEFECTS

If the Customer has made any complaint within the time stipulated the Company shall after it has had reasonable time to investigate the same be entitled at its option a) to replace the Goods (if defective); or b) to accept the return of the Goods (if defective) and credit the Customer with the price thereof; or

c) to make to the Customer (if the Goods are defective) an allowance representing the difference between the value of the goods at the time of complaint by the Customer and the value they would have had if they had been in accordance with the Contract

Notwithstanding anything contained in this paragraph the Company shall not be under any liability to the Customer where defective work by the Company has been wholly or partly caused by defects or unsuitability of any materials or equipment supplied to the Company by or on behalf of the Customer.

12. EXCLUSION OF LIABILITY

a) Except as otherwise expressly mentioned in these Standard Conditions the Company shall have no liability of any kind whatsoever to the Customer in respect of any loss or damage (whether direct or indirect or consequential) suffered by the Customer whether in contract or negligence or otherwise howsoever whether for loss or damage to property or for death or bodily injury otherwise howsoever in respect of any Goods supplied or work done by the Company.

b) If the Company does not install any Goods it will accept no responsibility for installations of Goods undertaken by any third party recommended by the Company to the Customer.

13. RETENTION OF TITLE

a) Unless the Company specifies otherwise in writing all Goods sold by the Company to the Customer shall be and remain the property of the Company until the full purchase price shall be paid to the Company notwithstanding that the risk in the same shall pass to the Customer at the time of delivery.

b) In the case of default in payment by the Customer the Company shall have the right to retake possession of and permanently retain any unpaid-for Goods by giving the Customer written notice of revocation. The Company will credit the Customer with the purchase price of any such Goods returned to the Company.

c) In the event of a Receiver being appointed over the whole or any part of the assets or the undertaking of the Customer or a winding-up order being made against the Customer or the Customer going into voluntary liquidation otherwise than solely for the purpose of reconstruction or amalgamation or the Customer calling a meeting or making any arrangement with his or its creditors or committing any act of bankruptcy or suffering execution to be levied against any of its goods then the Company's powers of sale in relation to the Goods shall automatically cease and the Company shall be entitled to the return of the Goods.

d) Until payment in full for the Goods has been made the Customer shall hold the same as Bailee of the Company and shall at all times take proper care of the same and/or any products made wholly or partly therefrom and shall keep the same separately from other goods and clearly identify the same as being the property of the Company. The Company shall be entitled to enter on the premises of the Customer for the purpose of removing such Goods at any time when the Company may be entitled to do so.

e) If unpaid Goods are in the possession of any person firm or company other than the Customer at a time when the Company is entitled to return of the Goods the Customer shall provide the Company with written authority to collect the same and in all respects assist the Company in doing so.

f) The Goods and any products manufactured from them shall until payment has been made be held by the Customer on trust to sell the same and pay such part of the proceeds as may be due to the Company by the Customer

g) The risk in the Goods shall pass to the Customer on delivery to or collection by the Customer or the Customer's agent notwithstanding that the property in the Goods remain with the Company.

h) The Customer shall keep the Goods in merchantable condition and shall fully insure them for the benefit of the Company for an amount which is not less than the price payable to the Company and all the proceeds of such insurance shall be held for the Company

13. CANCELLATION

a) Once the Company and the Customer enter into a binding Contract the Customer will normally not be able to cancel the Contract, except where we agree or as otherwise provided for in this Contract.

b) Notwithstanding the provision of this Agreement, the Customer has the right to cancel the Contract within a period of 14 days from the date of the Quotation by giving written notice to the Company by post quoting the reference number on the top of the Quotation subject to the cancellation period being extended under the Consumer Credit Act (for the time being in force) if the Customer pays for the Goods and Services using credit finance from the finance provider recommended by the Company.

c) If the Company agrees to cancel then the Customer will be responsible for the cost of: any of our time in performing the Services up to the date we stop providing the Services; any Goods the Company are contractually committed to manufacturing or buying up to the date of termination (whether or not the Company need to pay for them before or after the date the Contract is cancelled). Any Goods we have purchased (but not used in performing the Services) will be delivered to the Customer.

d) In the circumstances stated the Company will first deduct the amounts for which the Customer is responsible from any deposit the Customer has paid. Any remaining deposit will be returned to the Customer. If the amount owing is greater than the deposit the Company will invoice to the Customer for the amount in excess of the deposit for payment immediately.

e) If the Customer:

purports to cancel the Contract, or

gives notice purporting to cancel, or

f) otherwise do not fulfil the Customers obligations (such as by not paying any sums due to be paid to the Company) in a way which amounts to the Customer cancelling the Contract,

the Company does not have to accept the Customers cancellation. However, the Company may choose to accept cancellation, and if the Company chooses to do so the Customer will be required to pay to the Company a reasonable amount for the losses and costs (including loss of profit) the Company has suffered. If the Customer has paid a deposit, this will be retained and if the Company's reasonable losses and costs (including loss of profit) are greater than the deposit the Company has retained the Company will require the Customer to pay for the Company's losses and costs in excess of the deposit retained.

14. FORCE MAJEURE

If the performance of any contract between the Company and the Customer shall be rendered impossible or affected in consequence of any inability to secure labour materials or supplies acts of God war riot or civil commotion strikes lockouts fire flood droughts acts of government or other cause (whether or not similar in kind to all or any of the foregoing) beyond its control the Company shall be entitled to (without prejudice to any of its other rights against the Customer) by notice in writing to the Customer to rescind the contract or to elect to impose such variation in the contract as may in its opinion be necessary.