

Business Terms

Spire Glass Ltd - Terms & Conditions

- 1 **These terms**
- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products and services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products and services to you, how you and we may change or cancel your order, what to do if there is a problem and other important information.
- 1.3 **You or a "person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.
- 2 **Information about us and how to contact us**
- 2.1 **Who we are.** We are Spire Glass Ltd a company registered in England and Wales. Our company registration number is 4298354 and our registered office is at 3 The Beacon Centre, Solar Way, Solstice Park, Amesbury, Wiltshire SP4 7SZ. Our registered VAT number is 474 488111.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01722 710752, by writing to us at info@spireglass.com either directly or from our website at www.spireglass.com, or to 3 The Beacon Centre, Solar Way, Amesbury, Wiltshire SP4 7SZ.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 3 **Our contract with you**
- 3.1 **How we will accept your order.** We will provide you with a written quotation for the supply of our products and services (as applicable). On your acceptance of our written quotation a contract will come into existence between you and us comprising these terms and conditions and the terms set out in our written quotation. We have the right to ask for a deposit payment at our discretion.
- 3.2 **Correction of errors or omissions.** We shall correct any typographical, clerical or other errors in any of our sales and product literature and other document or information provided by us including our written quotation without any liability to you for such errors or omissions.
- 3.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing. This might be because the relevant product is out of stock or because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 4 **Changes to order**
- 4.1 **Make sure your measurements and specification are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. All preparatory works carried out by others are to be suitable to receive our product and have to be carried out within tolerances specified or if not specified in accordance with relevant British Standards. Please note we will provide the products in accordance with the specification shown on the approved construction/fabrication drawings provided and agreed between us and it is your responsibility to check such details and ensure they meet your requirements. Should you subsequently require any change to the specification stated on the approved drawings this will constitute a change which may result in an increase in the price and delay delivery.
- 4.2 **Changing your order may not be possible once it has been placed.** If you wish to make a change to your order please contact us. We will let you know if the change is possible although given the nature of our products and the fact that they are manufactured to order by our supplier it may not be possible to make changes to the products once an order has been confirmed by us. If possible, we will let you know about any changes to the price of the product, the timing of delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. Please note that because your order will be made to your specifications by the manufacturers we use it is important that you contact us to request a change to it as soon as you can.
- 4.3 **Changes to the product by manufacturers/suppliers.** Ordered products are subject to any changes made by our suppliers and/or manufacturers including as a consequence of:
 - 4.3.1 changes in relevant laws and regulatory requirements; and
 - 4.3.2 to implement technical adjustments and improvements, for example to address a security threat.
- 4.4 We will notify you of any such changes to the extent they have a material effect on the use or quality of the relevant products and in which case, if you do not accept the proposed changes, you may cancel the order provided you do so within seven days of our notifying you of the changes.
- 5 **Providing the products**
- 5.1 **Delivery and installation costs.** The costs of delivery and installation will be as set out in our written quotation.
- 5.2 **When we will provide the products.** Following your acceptance of our written quotation (unless agreed dimensions are provided by you) we will telephone you to arrange a final measure following which we will arrange with you a date for delivery and/or installation. Delivery times will vary depending on our suppliers and can be up to eight weeks from the time we place an order with them. If we cannot deliver and install the products on an agreed date, for example for circumstances outside of our control such as our suppliers not providing us with the ordered products in sufficient time, we will contact you with a new delivery and installation date. Time will not be of the essence for any delivery date.
- 5.3 **We are not responsible for delays outside our control.** If we are not able to deliver and/or install the products on an agreed date and this is as a result of your actions and/or omissions, such as not arranging for us to have access to make the delivery or you do not allow us to install the products, we will contact you to arrange an alternative date for delivery. In the event of any delay caused by you we reserve the right to make a charge for the extra delivery or storage costs that have been incurred as a result of such delays. If any subsequent agreed delivery date is more than six weeks after the original delivery date agreed with you, 80% of the price of the product will become immediately payable by you. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may cancel your order and clause 8.3 will apply.
- 5.4 **Collection by you.** If you have asked to collect the products from our premises, you can collect the products from us at any time during our working hours of 7.30 am to 5.00 pm on weekdays (Saturday by arrangement).
- 6 **Title and risk in the products**
- 6.1 **When risk in the products passes to you.** The product will be your responsibility and risk in it will pass to you from the earlier of the time we either deliver and/or install the product to the address you gave us in your order.
- 6.2 **When you own the products.** Title to the products shall not pass to you until we receive payment in full (in cash or cleared funds) for the products we have supplied to you in respect of which payment has become due, in which case title to the products shall pass at the time of payment of all such sums. Until such time title to the products remains with us.
- 6.3 **Conditions that apply until title passes.** Until title to the products has passed to you, unless and until the products are installed, you shall:
 - 6.3.1 store the products separately from all other goods held by you so that they remain readily identifiable as our property;
 - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the products; and
 - 6.3.3 maintain the products in satisfactory condition.
- 6.4 **Yours and our further rights.** If you become subject to an Insolvency Event before title to the products passes to you, then, without limiting any other right or remedy we may have:
 - 6.4.1 your right to resell the products or use them ceases immediately; and
 - 6.4.2 we may at any time require you to deliver up all of our products in your possession and, if you fail to do so promptly, enter any premises where the products are stored in order to recover them.
- 7 **Your rights to cancel your order**
- 7.1 **Your rights to cancel.** You may cancel your order in the following circumstances:

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- 7.1.1 pursuant to clause 4.3 if we have told you about a change to the product ordered or these terms which materially affect either the products' use or quality to which you do not agree;
- 7.1.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- 7.1.3 a survey we have carried out, reveals significant unforeseen additional work that was not included in your order (provided that design drawings have not been prepared or manufacture of the product commenced); or
- 7.2 **What happens if you cancel your order otherwise than in accordance with clause 7.1?** If you cancel your order otherwise than in the circumstances referred to in clause 7.1 any deposit you have paid will be forfeited and we reserve the right to seek compensation for any costs and losses (including loss of profit) we incur as a result of you cancelling your order including any costs/losses we incur to our suppliers/manufacturers.
- 8 **Our rights to cancel your order**
- 8.1 **We may cancel the order if you breach any of our terms.** We may cancel your order at any time by writing to you if:
- 8.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- 8.1.2 you do not on an agreed date or within a reasonable time thereafter, allow us to deliver the products to you and install them or collect them from us;
- 8.1.3 a survey we have carried out, a copy of which we will supply to you, reveals significant unforeseen additional work that was not included in your order; or
- 8.1.4 on the occurrence of an insolvency event which means your ceasing to carry on business, becoming insolvent, having an administrator, receiver or manager appointed over the whole or any part of your assets, entering into any composition or arrangement with your creditors generally, or having an order or resolution passed for your business to be wound up (other than in furtherance of any scheme for amalgamation or reconstruction) or, if an individual, being declared bankrupt (an "Insolvency Event").
- 8.2 Further conditions on occurrence of an Insolvency Event. If we cancel an order for an Insolvency Event:
- 8.2.1 you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of the products supplied to you or works carried out but for which no invoice has yet been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;
- 8.2.2 any accrued rights and remedies as at cancellation shall not be affected, including the right to claim damages in respect of any breach of these terms and conditions which existed at or before the date of cancellation; and
- 8.2.3 clauses which expressly or by implication have effect after cancellation shall continue in full force and effect.
- 8.3 **You must compensate us if you breach any of our terms.** If we cancel your order in the situations set out in clause 8.1 any deposit you have paid will be forfeited and we reserve the right to seek compensation for any costs or losses we incur as a result of you cancelling your order including any costs/losses we incur to our suppliers/manufacturers.
- 9 **If there is a problem with our products or services**
- 9.1 **How to tell us about any problems.** If you have any questions or complaints about the product, please contact us. You can telephone our service team at 01722 710752, by writing to us at info@spireglass.com either directly or from our website at www.spireglass.com, or to 3 The Beacon Centre, Solar Way, Amesbury, Wiltshire SP4 7SZ. Alternatively, please speak to one of our staff in-store.
- 9.2 **Product warranties.** We are under a legal duty to supply products that are in conformity with your order and this contract. In addition, we offer the following warranties for products that we supply and install for you: (unless specifically stated in the terms of our quotation, which for the avoidance of doubt shall take priority):
- 9.2.1 Upvc/Aluminium window and door frames
1 year guarantee;
- 9.2.2 double-glazed units into new frames supply and fitted by Spire Glass - 1 years guarantee;
- 9.2.3 double-glazed units supplied and fitted by Spire Glass Ltd into existing wooded frames - 1 years guarantee.
- 9.2.4 Secondary Glazing - 1 years guarantee supplied and fitted by Spire Glass Ltd - Any moving parts guarantee 1 years.
- 9.2.5 all furniture such as handles, locks, hinges and knockers - 1 year guarantee (unless stated otherwise).
- These product warranties only relate to latent defects in the manufacture of products which exist at the time of installation and to which you give us prompt written notice of within a reasonable time of discovery or which arise as a consequence of negligent installation carried out by us or our agents and exclude any liability for damage to the product caused either by you or a third party or as a consequence of normal wear and tear or incorrect operation or storage of the products. Service charge for remedial work on windows and doors carry a charge of £65.00 + VAT plus parts, to service and repairs over a year old or at management discretion.
- We will comply with the Glass and Glazing Federation's Code of Good Practice, a copy of which is available on request from our office or from any of our employees. However we are unable to accept liability for breakages of glass due to interaction with the building structure or fixtures which have been supplied by others. Due to the inherent risk of spontaneous breakage of float glass due to the presence of inclusions during the manufacturing process, we are unable to accept any liability (save for personal injury or death caused by our negligence) whether in contract, tort, breach of statutory duty, or otherwise for glass that breaks as a result of an inclusion (including fractures of toughened glass and breakages due to Nickel Sulphide Inclusions in toughened glass).
- 9.3 **Your rights for defective products.** If we are satisfied that the problem is covered by the product warranties referred to in clause 9.2 we will either repair or replace the product free of charge which shall be the sole remedy for defective products or defective installations.
- 10 **Price and payment**
- 10.1 **Where to find the price for the product.** The price of the product (including to the extent applicable installation) will be the price set out in the confirmation of your order and will not include any sums in respect of value added tax (VAT) chargeable from time to time. Where any taxable supply for VAT purposes is made under your order by us to you, you shall, on receipt of a valid VAT invoice from us pay us any additional amount in respect of VAT at the same time as payment is due for the supply of the products. We use our best efforts to ensure that the price of product advised to you is correct. However, please see clause 10.3 for what happens if we discover an error in the price of the product you order.
- 10.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery and installation costs) in full before the change in the rate of VAT takes effect.
- 10.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order.
- 10.4 **When to pay.** Payments will become due upon issue of an invoice by us for work done to date and following commencement of the works may be issued up to twice a month at our discretion. If you have an account with us we will, after the installation and/or delivery of a product, send an invoice to you for the total cost of the products (including delivery and installation costs and inclusive of VAT). The Due Date is the date of the Invoice with the Final Date for payment within 30 days' of the invoice and any Payless Notice to be issued no later than 5 days before the Final Date for Payment unless otherwise stated. If you do not have an account with us a deposit will be required and the Final Date for Payment will be no later than 10 days from the invoice date, unless otherwise stated.
- 10.5 **How to pay.** We accept payment with credit and debit cards except for the following types of cards: Diners Card and American Express.
- 10.6 **We can charge interest if you pay late.** If we are unable to collect any payment from you by the due date stated in our invoice we may charge

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- interest to you on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act (1998). This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 11 Our responsibility for loss or damage suffered by you**
- 11.1 Circumstances under which we do not limit our liability to you.** Nothing in these terms and conditions shall limit or exclude our liability for:
- 11.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- 11.1.2 fraud or fraudulent misrepresentation;
- 11.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- 11.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).
- 11.2 Limitation of our liability to you.** Subject to clause 11.1:
- 11.2.1 we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with your order; and
- 11.2.2 our total liability to you in respect of all other losses arising under or in connection with your order, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the products as set out in our written quotation.
- 11.3 Exclusion of implied terms.** The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from your order. Notwithstanding any other provision within these terms and conditions our liability for design will be limited to exercising the reasonable skill and care of an independent architect.
- 11.4 When we are liable for damage to your property.** If we are installing the products or providing other services at any premises where you have asked us to do so, we will make good any damage to property at such premises which were solely caused by us while doing so. However, we are not responsible for the cost of repairing any preexisting faults or damage to property at any such premises which we discover while providing the services.
- 12 How we may use any personal information provided to us**
- 12.1 How we will use personal information.** If you provide us with personal information such as contact details we will use such information:
- 12.1.1 To supply the products to you;
- 12.1.2 To process your payment for the products; and
- 12.1.3 if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.
- 12.2** We will only give your personal information to third parties where the law either requires or allows us to do so.
- 13 Other important terms**
- 13.1 We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.
- 13.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 13.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act (1999) or otherwise. Neither of us will need to get the agreement of any other person in order to end this contract or make any changes to these terms.
- 13.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately and any part, provision, representation or warranty which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any remaining provisions within such paragraph or other parts of this contract hereof. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 13.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.
- 13.7 Right to Adjudication in accordance the HGCR (1996) as amended.** In the event of any dispute arising between the parties either party may refer the dispute to Adjudication and the Scheme for Construction Contracts shall apply.
- 13.8 Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the COVID-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- 13.9 COVID-19.** The Parties acknowledge that the COVID-19 pandemic is currently causing global disruption, and while neither Party is aware of any cause as at the Effective Date that would prevent or delay such Party in the performance of the Services, the Parties acknowledge that a Force Majeure event could arise as a consequence of future impacts of the COVID-19 pandemic.
- 13.10** If, during the performance of the contract, the price of the material significantly increases, through no fault of Spire Glass Ltd., the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 7% experience by Spire Glass Ltd from the date of the approved quote. Where delivery of the material is delayed through no fault of Spire Glass Ltd. or as a result of a material shortage, Spire Glass Ltd. shall not be liable for any additional costs or damages associated with that delay