

Domestic 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 **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, Amesbury, Salisbury, 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. 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. If you own a Flat, you will potentially need planning permission for changing your windows this is your responsibility to check. You will also need to talk to the management company if there is one and check you are able to change the windows, we will need proof of confirmation before we carry out the works.
 - 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 requirements are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. Please note we will manufacture the products in accordance with the agreed requirements and specification shown on the approved construction/fabrication drawings 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 for 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. Before we can Install the products, all curtains and blind must be removed. Any Wasps or Bee's nests also need to be removed before we can come and install this is solely your responsibility.
 - 5.2 **When we will provide the products.** Before we can Install the products, all curtains and blinds must be removed. Any asbestos surveys need to be carried out before works can commence, if asbestos is found during the installation process works will be stopped until the asbestos has been checked and removed by a specialist this will be at your cost not Spire Glass'. It is not always possible to tell if Lintels have been installed or not during our surveys, if during installation we have found there are no lintels in place, all works will have to stop and a builder instructed to install lintels before the works can carry on, this will be at your cost not Spire Glass'. Following your acceptance of our written quotation and receipt from you of your confirmed dimensions, 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 such as you not being at home at the time of 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 a further 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 7.2 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).
 - 5.5 **When you become responsible for the product.** The product will be your responsibility and risk in it will pass to you from the time we deliver and install the product to the address you gave us in your order.
 - 5.6 **When you own the products.** You own the products once we have received payment in full and until such time title to the products remains with us. We will remove and dispose of all doors, windows and/or frames that we have replaced unless you ask us to leave them on your premises.
- 6 **Your rights to cancel your order**
 - 6.1 **Your rights to cancel.** You may cancel your order in the following circumstances:
 - 6.1.1 pursuant to clause 4.4 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;

Domestic Terms

Spire Glass Ltd - Terms & Conditions

- 6.1.2 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;
- 6.1.3 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
- 6.1.4 we do not deliver and install the products on an agreed date without notifying you accordingly and do not propose a replacement installation date within 60 days of the original agreed delivery date.
- 6.2 **What happens if you cancel your order otherwise than in accordance with clause 6.1?** Without prejudice to your statutory rights to cancel the order for defective products, if you cancel your order otherwise than in the circumstances referred to in clause 6.1 then we will refund any sums paid by you in respect of your order subject to the deduction of (or, if you have not made an advance payment, we may charge you for) compensation for all costs and losses (including loss of profit) we will incur as a result of your cancelling your order including any costs we incur to our suppliers/manufacturers.
- 7 Our rights to cancel your order**
- 7.1 **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:
- 7.1.1 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;
- 7.1.2 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; or
- 7.1.3 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.
- 7.2 **You must compensate us if you breach any of the terms of this contract.** If we cancel your order in the situations set out in clause 7.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you for the costs and losses (including loss of profit) we will incur as a result of your breaching any of the terms of our contract.
- 8 If there is a problem with our products or services**
- 8.1 **How to tell us about any problems.** If you have any questions or complaints about the product, please contact us. You can telephone our consumer 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.
- 8.2 **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):
- 8.2.1 window and door frames - 10 years guarantee if supplied and fitted by Spire Glass Ltd; *Some door colours vary depending on manufacturer they will only have a 5 year guarantee.
- 8.2.2 Secondary Glazing - 5 years guarantee supplied and fitted by Spire Glass Ltd - Any moving parts guarantee 1 years. Double-glazed units with blinds - 5 years guarantee and 1 year moving parts.
- 8.2.3 Double & Triple -glazed units into new frames - 5 years guarantee supplied and fitted by Spire Glass Ltd;
- 8.2.4 Double & Triple -glazed units into wood and existing frames - 1 years guarantee only if supplied and fitted by Spire Glass Ltd; and
- 8.2.5 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 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 by you or as a consequence of normal wear and tear or incorrect operation of the products. Service charges 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. 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.
- We will comply with the Glass and Glazing Federation's Code of Good Practice, a copy of which is available from our office on request. However please note 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).
- 8.3 **Your rights for defective products.** You have 24 hours to contact us regarding any scratches, dents or blemishes on the products installed. If we are satisfied that the problem is covered by the product warranties referred to in clause 8.2 we will either repair or replace the product free of charge.
- 9 Price and payment**
- 9.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price set out in the confirmation of your order. We use our best efforts to ensure that the price of product advised to you is correct. However, please see clause 9.3 for what happens if we discover an error in the price of the product you order.
- 9.2 **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.
- 9.3 **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.
- 9.4 **When to pay.** You must pay to us a deposit equal to 25% of the total cost of the products for the products (including delivery and installation costs and inclusive of VAT) upon the date we confirm your order. Payment of the remaining balance of the price of the products and for installation will be invoiced upon delivery and/or installation of the products with payment due on the invoice date. If there is an issue when we do your installation and most products are installed but we have to order a replacement product. 80% of the remaining balance will be due while we wait for this product to be delivered from manufacturers, once in we will arrange to fit the replacement and once this is complete the remaining 20% is due.
- 9.5 **How to pay.** We accept payment with credit and debit cards except for the following types of cards: Diners Card and American Express.
- 9.6 **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 interest to you on the overdue amount

Domestic Terms

Spire Glass Ltd - Terms & Conditions

at the rate of 3% a year above the base lending rate of NatWest Bank from time to time. 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.

10 Our responsibility for loss or damage suffered by you

10.1 **We are not responsible to you for indirect and consequential losses.** 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;

10.2 **When we are liable for damage to your property.** If we are installing the products or providing other services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. We will not be responsible for any damaged caused to blinds and curtains left in situ, this is the customers responsibility to remove.

10.3 **We are not liable for business losses.** This contract is for the supply of products for domestic and private use only. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.4 **Save for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation 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 How we may use your personal information

11.1 **How we will use your personal information.** We will use the personal information you provide to us:

11.1.1 to supply the products to you;

11.1.2 to process your payment for the products; and

11.1.3 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.

11.2 **Use of your personal information.** We will supply your details to the Fenestration Self-Assessment Scheme (FENSA), a trade industry body recognised by the government, when you confirm your order. FENSA will send you registration certificate and may contact you to assess our performance under this agreement. We will also pass your details to our authorised insurance provider. We will only give your personal information to other third parties where the law either requires or allows us to do so.

12 Other important terms

12.1 **We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. 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.

12.2 **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.

12.3 **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. 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 under the Contracts (Rights of Third Parties) Act (1999) or otherwise.

12.4 **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.

12.5 **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.

12.6 **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. Notwithstanding the foregoing, in the event of a dispute arising either party shall have a contractual right to refer the dispute to Adjudication in accordance with the HGCRA (1996) as amended and the Scheme for Construction Contracts shall apply.

12.7 **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.

12.8 **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.

12.9 **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.

13 **We may take photographs before and after we have completed the installation for marketing purposes.** Rest assured no personal details or address information will be included. If you would prefer for no photographs to be used please let us know in writing and we will ensure you are opted out.