



## **Domestic Glazing Terms And Conditions**

1) These Conditions of Sale form part of a contract between you (the "Customer") and us ("Bespoke Frameless Glass Ltd"). These terms and conditions are to prevail unless specifically altered in writing between the Customer and Bespoke Frameless Glass Ltd. The contract between the Customer and Bespoke Frameless Glass Ltd is formed by these Conditions of Sale, the Quotation and any other written matter signed or accepted at the time of agreement of the Quotation (the "Contract").

2) Standard payment terms are as follows:

Supply and Installation by Bespoke Frameless Glass Ltd

Initial Payment: 50% of Price to be paid at the time of ordering;

Final Payment: 50% of Price (or such lesser sum as may be appropriate in the event a Discount is applicable) 7 days from completion of works or 30 days from completion if you hold an account with Bespoke Frameless Glass Ltd.

Supply only by Bespoke Frameless Glass Ltd order will require payment in full prior to ordering.

For the avoidance of doubt no property or title in any goods, items or things supplied, delivered, fitted or otherwise provided by the Company to the Customer transfers from the Company to the Customer until payment in full has been received by the Company.

The customer is entitled to cancel this contract in writing for any reason within five days of the date on which the contract was agreed (the "5 day period"), in which event any amount prepaid will be refunded provided Bespoke Frameless Glass Ltd has not incurred any liability in respect of the order. If any liability to any party, to include any third parties, has been incurred then any

amount prepaid may be used by Bespoke Frameless Glass Ltd without further recourse to discharge such liability. After the expiration of the 5 day period, cancellation by the customer is not possible.

Bespoke Frameless Glass Ltd may unilaterally cancel this contract if in its Surveyor's opinion

existing lintels or any of the supports are of insufficient span or lacking in strength;

or internal or external access is inadequate for the purpose of installation;

or the proposed specification infringes By-Laws or statutory or other regulations;

or aperture details are not suitable for the proposed work.

In any event the company may accept or reject the order at the time it is placed and/or at the time it is surveyed if later.

It is the Customer's responsibility to make application for planning or other regulatory Bespoke Frameless Glass Ltd cannot be held responsible for any consequential costs incurred by the customer if any such consent was not obtained.

Installation dates provided by Bespoke Frameless Glass Ltd are given in good faith but without obligation. Bespoke Frameless Glass Ltd will endeavour to meet installation dates, but will not be liable for any loss or damage or other prejudice suffered by the customer, howsoever arising, as a result in any delay in installation.

Whenever Bespoke Frameless Glass Ltd is instructed to work on a Customer's own glass and/or framing, it accepts no responsibility whatsoever for breakage of the glass or damage to the framing while working on these materials. This work is done entirely at the Customer's own risk and Bespoke Frameless Glass Ltd expressly excludes all liabilities for replacing any damaged materials which the Customer accepts.

## Guarantee

We will issue our official guarantee, which will be dated so that it takes effect from the date of the final invoice issue date. Upon commencement of the guarantee a 1 year non transferable guarantee (the "Guarantee") will begin. During the period of guarantee Bespoke Frameless Glass Ltd covers the free replacement of parts should they prove to be faulty, but any labour charges incurred in the secondary period are to be paid by the Customer. Glass is not covered by the guarantee only workmanship. Hardware and parts are covered by their own manufacturers guarantee. Where Bespoke Frameless Glass Ltd is unable to provide an exact replacement a similar product will be provided of the same quality.

### In order for any claim to be made under the Guarantee:

Any claim arising from a defect in materials or workmanship must be made in writing to Bespoke Frameless Glass Ltd within 28 days of the guarantee start date, failing which no claim under the Guarantee can be made; unless cleaning and maintenance of our products is regularly undertaken in accordance with our "Product Care and Maintenance" leaflet, (which is available on request at our offices) the Guarantee will cease; and

In the event of any claim against Bespoke Frameless Glass Ltd under the Guarantee, the burden of proof that adequate and regular maintenance has been undertaken rests with the Customer, and in the event of any claim made and accepted under the Guarantee, Bespoke Frameless Glass Ltd will be liable only to replace such defective product, or part of product, as there may be but will NOT be liable for any consequential or other loss and/ or damage caused by the failure, or deficient performance, of a guaranteed product.

No guarantee is given that any of the products is visually perfect. All glass products supplied by Bespoke Frameless Glass Ltd may contain minor visual imperfections. The criteria to be applied for the acceptability of such visual marks are those stated in the G.G.F.'s leaflet entitled 'Visual Quality Standard for Installed Insulating Glass

Units' copies of which are available on request from the Company's head office or such successor publication and/or guidelines as may be issued from time to time.

In view of ongoing development and engineering programmes, Bespoke Frameless Glass Ltd reserves the right to make product changes in the specification or provenance of products without notice, whether or not this Condition is expressly printed on Bespoke Frameless Glass Ltd literature, technical drawings and catalogues provided if such changes occur the Customer is provided with an equivalent or near equivalent product. The Customer will be entitled to a reduction in the Final Payment if the product is changed and is cheaper and will be obliged to pay an additional amount if the product is changed and is more expensive.

## **Commercial & Glazing Terms and Conditions**

### Definitions

In these Conditions of Sale the 'Company' shall mean Bespoke Frameless Glass Ltd, the 'Customer' shall mean the person, firm, partnership or company to whom any quotation is addressed and/or with whom any contract is made, the 'goods' shall mean the goods, materials or products agreed to be sold and described in the quotation hereof. The 'Company's Conditions of Sale' shall also mean the Company, Conditions of estimate, quotation or tender. The Customer's 'Conditions' shall also mean Conditions or order, subcontract or such like.

### The Company's Estimate

Any estimate submitted by the Company is based on the Customer's enquiry documents, any qualifications thereto by the Company, the Company's product and service specifications and the Company's Conditions of Sale. It is the Customer's responsibility to check, that the Company has in its Quotation interpreted the Customer's enquiry correctly.

### Fluctuations

Unless otherwise stated, any Quotation by the Company is on a fluctuation basis and is subject to adjustment, commensurate with the rise or fall of the cost of materials and/or labour.

### Special Attendances By Customer

Unless otherwise stated, any Quotation by the Company is subject to the Customer providing free of charge to the Company special attendances on site such as all necessary scaffolding, hoisting tackle, lighting, power, water and unloading, distribution, safe and adequate and secure storage of the Company's materials and plant.

### Availability Of Labour And Goods

Any quotation by the Company is subject to goods and/or labour being available at the time the work is required to be executed. The Company cannot be held liable for any shortages and delays in delivery through happenings beyond its control, e.g. Manufacturer's late deliveries, strikes, war, loss, damage, transport delays, etc.

### Exclusions

Unless otherwise stated, any Quotation submitted by the Company does not include for: Any type of protective coating or tape or the removal thereof or final cleaning down.

The provision and the making of templates for shaped or bent glass  
Formal Subcontract

Any Quotation submitted by the Company is on the premise that any Subcontract document shall, in the event, be a Standard Form of Nominated Subcontract issued by the Joint Contracts Tribunal.

### Customer's Own Conditions

In the event that the Company accepts a Customer's order, any Customer's Conditions which form part of the Customer's order are

deemed not accepted by the Company unless specifically agreed to in writing.

#### Acceptance Of Order And Cancellation

Any order placed by a Customer is subject to acceptance in writing by the Company.

Orders cancelled by the Customer are subject to cancellation charges at levels commensurate with the normal retail value of the goods and/or services supplied or produced up to the date of receipt of notice of cancellation.

Unimpeded Working Time And Notice To Commence

#### Damaged Or Defective Materials

The Company will not accept any claim for damaged materials unless notified in writing within 28 working days of delivery or fixing.

#### Interim Applications

Throughout the progress of the works, the Company will render invoices at monthly intervals at levels commensurate with any work carried out. Unless payment is received fourteen days after certification of the works or by the 28th day of the month following the invoice date the Company reserves the right to suspend further work or deliveries and to charge interest on the sum outstanding at the end of each month at the rate of 1% per month. Furthermore, should the Company deem that further action or legal representation is necessary to recover any debt, all costs and charges incurred will be rendered in full to the Customer.

#### Retention Property In Goods

Until payment by the Customer is received in full by the Company for the price of the goods, property in the goods shall remain the Company's. The Customer shall hold the goods in a fiduciary capacity for the Company and shall store them in such a manner, at his own expense, so that they shall at all time be identifiable as goods of the Company. If the Customer shall receive from whosoever any payment in respect of the goods then the Customer shall receive and hold such monies on behalf of the Company and

shall without undue delay pay all due sums to the Company in respect of the goods.

### General Product Specification

Anodised and painted finish are available in a range of colours. The Company cannot guarantee an exact colour and surface texture match between all components, but 'top and bottom anodising colour limits' samples are available on request.

The surface finish of glass shall be permitted to contain visual imperfections which are not exceptionally obtrusive if viewed at 90 degrees from a distance of two metres in natural daylight, for laminated and toughened glass 3 metres.

The British Standard Code of Practice BS 6262 recommends that certain high-risk areas such as Shower Screens, full-height doors and side panels, low level glazing, balustrades etc., are glazed with safety glass such as laminated or toughened glass. It is the Customer's duty to provide the Company with such information as will enable the Company to identify any high-risk areas which may require safety glazing.

### Research And Development

In view of its ongoing development and engineering programmes, the Company reserves the right to make product changes in the specification of products without notice, whether or not this Condition is expressly printed on the Company's literature, technical drawings and catalogues.

### Limited Warranty

The Company warrants that the goods installed by it shall be free from material defects in material and workmanship for a period of one year after installation, always provided that the goods are maintained by the Customer according to prevailing correct practices. Copies of maintenance and cleaning schedules are available upon request from the Company

The sole and exclusive remedy with respect to the above warranty or with respect to any other claim relating to defects or any other

conditions arising from the use of the goods supplied by the Company, however caused, and whether such claim is based upon warranty, contract, negligence, strict liability or otherwise, is limited to repair or replacement of such products or repayment by the Company of the purchase price paid to it, at the Company's option.

THE COMPANY DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LINKED TO, ANY IMPLIED WARRANTY OR MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LINKED TO LOSS OF USE OR PROFITS.

### **Shower Screen Terms And Conditions**

Shower enclosures and not 100% water tight enclosures. We aim to eliminate all leaks the best of our ability but water pressure, tray alignment, water draining and showering habits can not be accounted for. The seals have a 6 month life span and will need to be replaced with the cost to you (the "Customer"). Some seal will last longer if care and regular cleaning is done. Regular cleaning and maintenance must be carried out on all products. All glass has a +3mm/-3mm tolerance on 10mm glass and a bow of up to 5mm as standard and stated by all our suppliers. All tolerance on templates are +5mm/-5mm on any glass due to the digitising processes. Scratches must be visible by the naked eye in natural light from 1500mm away. All as standard and stated by all our suppliers.

### **Stainless Steel Post Balustrade Terms And Conditions**

All stainless steel must be cleaned by you (the "Customer") with approved oil based cleaners every 5 - 7 months if coastal and 8 -10 month non coastal. All care will be take when drilling base materials but in the case of cracking, chipping or damages Bespoke Frameless Glass accepts no responsibility unless the duty of care



was not take while drilling. Bespoke Frameless glass do not accept any responsibility if the base material fails overtime or is not suitable for fixings i.e. damp bricks (water damage). All glass has a +3mm/-3mm tolerance on 10mm glass and a bow of up to 5mm. Scratches must be visible by the naked eye in natural light from 1500mm away. All as standard and stated by all our suppliers. All tolerance on templates are +5mm/-5mm on any glass due to the digitising processes.

### **Base Shoe Channel Balustrade Terms And Conditions**

All stainless steel must be cleaned by you (the "Customer") with approved oil based cleaners every 5 - 7 months if coastal and 8 -10 month non coastal. Aluminium must also be cleaned the same way with approved aluminium cleaners. All care will be take when drilling base materials but in the case of cracking, chipping or damages Bespoke Frameless Glass accepts no responsibility unless the duty of care was not take while drilling. Bespoke Frameless glass do not accept any responsibility if the base material fails overtime or is not suitable for fixings i.e. damp bricks (water damage). 10mm glass has a +3mm/-3mm tolerance and a bow of up to 3mm. 15mm glass has a +5mm/-5mm tolerance and a bow of up to 3mm. 17.5mm and 21.5mm are the same as 10mm but may have an over lap of up to +3mm/-3mm and a bow of up to 3mm. Scratches must be visible by the naked eye in natural light from 1500mm away. All as standard and stated by all our suppliers. All tolerance on templates are +5mm/-5mm on any glass due to the digitising processes.

### **Spigot Balustrade Terms And Conditions**

All stainless steel must be cleaned by you (the "Customer") with approved oil based cleaners every 5 - 7 months if coastal and 8 -10 month non coastal. Aluminium must also be cleaned the same way with approved aluminium cleaners. All care will be take when drilling base materials but in the case of cracking, chipping or damages Bespoke Frameless Glass accepts no responsibility unless the duty of care was not take while drilling. Bespoke Frameless glass do not accept any responsibility if the base material fails overtime or is not suitable for fixings i.e. damp bricks (water damage). 10mm glass

has a +3mm/-3mm tolerance and a bow of up to 3mm. 15mm glass has a +5mm/-5mm tolerance and a bow of up to 3mm. 17.5mm and 21.5mm are the same as 10mm but may have an over lap of up to +3mm/-3mm and a bow of up to 3mm. Scratches must be visible by the naked eye in natural light from 1500mm away. All as standard and stated by all our suppliers. All tolerance on templates are +5mm/-5mm on any glass due to the digitising processes.

### **Stand off Balustrade Terms And Conditions**

All stainless steel must be cleaned by you (the "Customer") with approved oil based cleaners every 5 - 7 months if coastal and 8 -10 month non coastal. Aluminium must also be cleaned the same way with approved aluminium cleaners. All care will be take when drilling base materials but in the case of cracking, chipping or damages Bespoke Frameless Glass accepts no responsibility unless the duty of care was not take while drilling. Bespoke Frameless glass do not accept any responsibility if the base material fails overtime or is not suitable for fixings i.e. damp bricks (water damage). 10mm glass has a +3mm/-3mm tolerance and a bow of up to 3mm. 15mm glass has a +5mm/-5mm tolerance and a bow of up to 3mm. 17.5mm and 21.5mm are the same as 10mm but may have an over lap of up to +3mm/-3mm and a bow of up to 3mm. Scratches must be visible by the naked eye in natural light from 1500mm away. All as standard and stated by all our suppliers. All tolerance on templates are +5mm/-5mm on any glass due to the digitising processes.

### **Splash Back Terms And Conditions**

Glass must be cleaned by you (the "Customer") with approved glass cleaners. The silicon has a 6 - 12 month life span and will need to be replaced at cost to you (the "Customer"). Some seal will last longer if care and regular non abrasive cleaning is done. Regular cleaning and maintenance must be carried out on all products. Bespoke Frameless glass do not accept any responsibility if the base material fails overtime or is not suitable for fixings i.e. damp plaster (water damage). 6mm glass has a +3mm/-3mm tolerance and a bow of up to 3mm. Scratches must be visible by the

naked eye in natural light from 1500mm away. All as standard and stated by all our suppliers. All tolerance on templates are +5mm/-5mm on any glass due to the digitising processes. Bespoke Frameless Glass are not qualified electrician and accepts no responsibility whatsoever for breakage or damage to electrical components.

## Disclaimer

Whenever the Bespoke Frameless Glass is instructed to work on or to process a Customer's own materials such as glass, framing, templates, etc., it accepts no responsibility whatsoever for breakage or damage to said goods. Any such work is carried out entirely at the risk and cost of the Customer.

A handwritten signature in black ink, appearing to read 'Christopher M Parry', written over a horizontal line.

Christopher M Parry Director