



TERMS AND CONDITIONS FOR SERVICES AND SUPPLYING OF GOODS

The services and/or goods stated in your Quotation, are accepted on the basis that the Terms and Conditions below shall apply once signed by you. Furthermore, these Terms and Conditions will apply on any subsequent or further contracts between us. Please consider all the below carefully.

1. General

- 1.1 For the purpose of these Terms and Conditions, Total Glass Solutions Limited is hereafter referred to in these terms and conditions as “the Company”, and you hereafter will be referred to as “the Client”.
- 1.2 These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Company to the Client.
- 1.3 Before the commencement of the services or supplying of goods, the Company will supply the Client with a quotation (“the Quotation”) which shall specify the goods and services to be supplied and the price payable. The Client shall notify the Company immediately if the Client does not agree with the contents of the quotation. All quotations will be subject to these Terms and Conditions.
- 1.4 The company shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.
- 1.5 These Terms and Conditions shall override any contrary, different or additional terms and conditions contained or referred to in any quotations, estimates, emails, or other documents from the Company. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by the Company.
- 1.6 Nothing in these terms and conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which the Company may be entitled in relation to the services or goods to be provided.
- 1.7 The Company is free to withdraw from providing any goods or services as per any Quotation at any time prior to the commencement.

2. Cancellation Policy

- 2.1 The Company must be informed in writing within 48 hours of the agreed commencement date for the providing of any goods or services, of any changes, alterations, reductions or cancellations. We reserve the right to retain any deposits or charge in full for any services or goods supplied or fabricated where cancellation is not made within the period specified.

3. Specification

- 3.1 All services and goods supplied by the Company shall be in accordance with the fees stated in the Quotation, or as per clause 11.2 below.
- 3.2 Specifications or descriptions are expressly listed or set out in the Quotation.

4. Deposit

- 4.1 A 50 % (fifty percent) deposit will be required once the Client has agreed to the commencement of the providing of the goods and services as per the Quotation. The Company will provide the Client with an invoice for the full fee as stated in the quotation.
- 4.2 The production and fabrication of any goods will not commence until the 50% deposit is shown as cleared funds in the Company’s nominated bank account.

5. Completion

- 5.1 Upon completion of all services stated in the Quotation, the full outstanding balance will be due for payment within 30 days of the Company providing the remittance to the Client.

6. Acceptance of Goods

- 6.1 The Client will be deemed to have accepted all goods upon their delivery by the Company to the address specified in the Quotation.
- 6.2 The goods ordered and stated in the Quotation will require full balance payment within 30 days of the Company informing the Client that they are manufactured, irrespective of whether they have been delivered, collected or installed.

7. Delivery

- 7.1 Unless otherwise stated in the Quotation, the fees stated include delivery to the address specified in the Quotation.
- 7.2 Whereas the Company will try to ensure compliance with any delivery times and dates specified in the Quotation, such times and dates are an estimate only.
- 7.3 The Company will not accept Liability for arrangements the Client has made to receive delivery of goods.
- 7.4 The Company will not be responsible for any loss whatsoever, directly arising from any delay in delivery.
- 7.5 Where the Company has been engaged to deliver goods to the Client, once goods have been removed from the Company delivery vehicles, it will be deemed that goods have been delivered. The Company will not be liable for any damage after the goods have been removed from the Company delivery vehicles.

Total Glass Solutions Ltd

www.totalglassolutions.net

Company Registration Number: 06317177

VAT Registered Number: 912 3247 54

8. Instillation and Client Obligations

- 8.1 The Client will be responsible for any obstructions, which may hamper the instillation of any goods.
- 8.2 The Client will be responsible for providing such access to their premises to allow the Company to deliver all goods and provide all services as detailed above.
- 8.3 The Client will indemnify the Company and keep it indemnified against all damages, losses, claims and expenses incurred by the Company arising out of the failure by the Client to comply with these Terms and Conditions.
- 8.4 In the event that any claim shall be made against the Company by any third party in respect to any loss or damage or alleged loss or damage arising in connection with the service or goods delivered, the Client will fully and effectually indemnify the Company in respect thereof.

9. Providing of Goods/Services and the Company Obligations

- 9.1 The Company shall manage, complete and provide the goods and/or services to the Customer.
- 9.2 The Company shall co-operate with the Client in all matters relating to the supply of the goods and/or services.
- 9.3 In relation to the provision of the services under any Quotation, the Company will ensure that key personnel are suitably skilled, experienced and qualified to carry out the services.
- 9.4 The Company will notify the Client as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the provision of the goods and/or services.

10. Title

- 10.1 Title to goods comprised in the order shall not pass to the Client until all fees have been paid in full.
- 10.2 We reserve the right to take legal action for the fees once payment becomes due notwithstanding that title may not have passed.

11. Fees and Payment

- 11.1 All services and goods supplied by the Company shall be in accordance with our fees stated in the Quotation or Clause 11.2 below.
- 11.2 Should any additional or further services be required, beyond those stated in the quotation, or if the quotation does not specify any fees, then the Company will charge the following hourly rates per person;

Total Glass Solutions Ltd		Per Hour
(Day Rate = £300)		
6am - 6pm	Hourly Rate	£37.50
6pm - 6am	Overtime (+ 50%)	£56.25
Saturday	Overtime (+ 50%)	£56.25
Sunday	Double Time (+100%)	£75.00

- 11.3 By signing these Terms and Conditions, the Client agree to pay the Company the hourly rates as detailed above.
- 11.4 The Company will provide the Client with a breakdown of the hours worked to provide all good or services.
- 11.5 The Company will charge a daily interest on late payment of any amounts due, at a rate of 4% per annum above the then base lending rate at Bank of England, from the date the payment was due until actual date of payment.
- 11.6 If the rate of value added tax (VAT) increases between the date of the Clients order and the date of delivery of any goods, the Company reserves the right to amend the amount of value added tax due on any goods.
- 11.7 All payments to be made by the Client to the following details: BACS Payment – HSBC, Sort Code: 40-17-51, Account Number: 41473506. All cheques to be made payable to Total Glass Solutions Ltd.

12. Assignment and subcontracting

- 12.1 The Client may not delegate or assign any duties or rights under these terms and conditions without the Company’s prior written consent. Any unauthorized delegation or assignment in violation of these Terms and Conditions is void, and the Company shall have no obligations towards such parties.
- 12.2 The Company reserves the right to delegate or assign any duties or rights under these terms. For the avoidance of doubt this includes delegation of its services obligations to a third party contractor.

13. Force Majeure

- 13.1 The Company shall not be liable for delay or failure to perform any obligations under any Quotation, if the delay or failure is caused by any circumstances beyond our reasonable control.
- 13.2 For the purposes of this condition, “force majeure” shall include, but not be limited to; acts of God, war, terrorism, civil disorder, industrial dispute, strike, government order, unavailability of suppliers, parts or power, fire or explosions.

13.3 Upon the occurrence of a “force majeure” event, the Company shall be entitled to a reasonable extension of time for the performance of their obligations.

14. Guarantees/Service Calls

14.1 Where the Company is engaged to provide installation services of goods, the Company will offer a six month guarantee from the date the goods are fully installed.

14.2 The Company does not provide any further guarantees.

14.3 Should a fault arise after any goods have been installed, providing the fault is proven to be a manufacturing problem and the goods are within the guarantee period, and all fees have been paid in full, the Company will supply the faulty parts, to the original delivery address, free of charge.

15. Liability

15.1 Except in respect of death or personal injury caused by the Company’s negligence, or liability for defective products under the Consumer Protection Act 1987, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods and/or services (including any delay in supplying or any failure to supply the goods and/or services or at all) or their use or resale by the Client, and the entire liability of the Company shall not exceed the fees of the goods and/or services, except as expressly provided in these Terms.

15.2 The Company shall not be liable for any direct loss or damage suffered by the Client howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise, in excess of £500,000 pounds.

15.3 The Company will not, under any circumstances, be liable for any indirect or consequential loss howsoever caused, whether by negligence, breach of contract, misrepresentation or otherwise.

15.4 For the avoidance of doubt, if the Company is engaged by the Client to provide labour services only, the Company will not be liable for any loss or damage caused.

16. Complaints

16.1 The Company to provide a high level of service. If the Client does have an enquiry or complaint regarding the goods or services provided, please email info@totalglassolutions.net or write to Total Glass Solutions Limited, Unit 11-12 Charmwood Farm, Charmwood Lane, Farnborough, Kent BR6 7SA.

17. Jurisdiction

17.1 If any clause or term within these Terms and Conditions is found to be unlawful, it shall not affect the validity or enforceability of the remaining clauses or terms. These Terms and Conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

Signed and accepted by the Client for the providing of any goods or services by the Company

Company Name.....

Name.....

Position Held.....

Signed.....

Date.....