



Mirrors | Balustrades | Splashbacks | Double Glazing | Window Repairs | Floor Glass | Roof Panels

TERMS & CONDITIONS

1. Agreement

- 1.1 The agreement between the contractor and the customer shall be subject to these terms and conditions, as may be amended from time to time (CONDITIONS).
- 1.2 These conditions apply to this agreement and govern contract to entire exclusion of any other express or implied conditions, either written or oral.
- 1.3 Any variations to these conditions must be agreed in writing and signed by the director of the contract and by a duly authorized person representing the customer.

2. Price

- 2.1 The price payable is the service charges set out in the agreement, and is involved with the addition of VAT at the rate current at the date of invoice.
- 2.2 The contractor reserves the right to increase the service charge if necessary at the service date at each anniversary in line with increase agreed nationally by joint industry board for the industry.
- 2.3 Deviations to the service will be charged to the customer at the contractor's normal rate. Copies of the current rates are available on request.
- 2.4 The contractor reserves the right to change the service charges as a result of a fundamental change in the service.

3. Payment

- 3.1 Invoice shall be issued at ST G&G Ltd convenience
- 3.2 Initial 50% deposit transfer, 25% stage payment on templating and final sizes & final 25% payment on completion.
- 3.3 After paying deposit you have 7 days cooling period to withdraw and cancel this agreement.
- 3.4 Without prejudice to any other right or remedy available to the contractor, if any payment shall remain unpaid on the above mention due dates, the contractor reserves the right to:
 - 3.4.1 Terminate or suspend any further services, and
 - 3.4.2 Charges interest at the current rate prescribed in the late payment of commercial debts (interest) Act 1998 on all or any overdue payments.
- 3.5 All payments payable to the contractor shall become immediately (without any deduction by way set off, counterclaim discount, abatement or otherwise), upon termination of the agreement.
- 3.6 Once final payment has been made, you have accepted the quality of the glass pane. This needs to be observed at a 90° angle, at a distance of 3 metres.

4. Contractor's Obligation

- 4.1 The contractor shall supply a competent engineer to carry out the services at a convenient time, to be arranged between the parties.
- 4.2 The contractor warrants that the service shall be carried out with reasonable care and skill.

5. Limitation of Liability:

- 5.1 Save for personal injury or death caused by the negligence of

contractor the maximum liability of the contractor shall be the value of the invoice for the services.

- 5.2 The contractor shall not in any event be liable for:

- 5.2.1 Any consequential, economic, loss of profit or other direct or indirect loss or damaged suffered by the customer, which may arise out of or in connection with this agreement; or
- 5.2.2 Any claim loss or damage as a result of the customer's failure to carry out its obligation under this agreement.

- 5.3 Any claim must be submitted in writing within three months of services being carried out.

6. Termination:

- 6.1 The contractor shall have the right to terminate this agreement forthwith by giving written notice if:
 - 6.1.1 The customer shall have the right to terminate this agreement and fails to remedy the same within 30 days of written notice requiring it to do so;
- 6.2 Subject to 7.1 above, either party may cancel this agreement by giving 3 weeks written notice to the party, and
 - 6.2.1 The customer shall be liable for all costs incurred by the contractor up to the end of the notice period; and
 - 6.2.2 Unless notice of cancellation is received by the contractor at least 3 months before the next service date the customer shall be liable to pay the ensuing service charge.

7. Force Majeure

- 7.1 Neither party shall have any liability to the other for the delay nor loss occasioned by force majeure (meaning war, strike, lockout, industrial disputes, fire riot, explosions, natural disaster terrorism, illness and death).

8. General

- 8.1 Any notice to be given under these conditions shall be in writing and be sent by recorded delivery.
- 8.2 These conditions shall be governed and constructed in all aspects in accordance with English law and parties shall submit to exclusive jurisdiction of English courts.
- 8.3 The failure of contractor to enforce at any time or any period any one or more of the terms of these conditions shall not be a waiver of such terms or the right of the contractor at any time thereafter to enforce each and every term.
- 8.4 If any at time one or more of these terms become in whole or in part illegal or unenforceable in an respect under the Law, the validity, legality and enforceability of the remaining provisions thereof and of the other terms herein shall not in any way be affected or impaired thereby.
- 8.5 A person who is not a party to the agreement has no rights under the contract (Rights of third Parties) Act 1999 to enforce any term of agreement.
- 8.6 ST G&G Ltd are not responsible for any damage or debris as result of removing existing windows.

SHOP FRONTS | ALL TOUGHENED GLASS SUPPLIED

Registered Address: 36 Miles Road, Epsom KT19 9AD. Company Registered Number: 09121380