



Terms & Conditions

GT Glassmasters Ltd
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Updated: 14th June 2024

1. DEFINITIONS

- 1.1. 'Company' means GT Glassmasters Ltd., company number 09501091.
- 1.2. 'Buyer' means the person, company or firm who places an order with the company for the manufacture, supply and/or fitting of any goods.
- 1.3. 'Goods' mean the products manufactured and/or supplied by the Company.

2. PARTIES

- 2.1. This agreement is between the company and the buyer, the terms of which shall not be changed without written / emailed confirmation from both parties.
- 2.2. Subject to section 5.11, guarantees on these products are transferable between homeowners.

3. ORDERS AND APPLICABLE CONTRACTUAL TERMS

- 3.1. These Terms and Conditions shall apply to all tenders, offers, quotations, acceptances, deliveries or contracts relating to the sale of Goods entered into by the Company. In the event of any conflict with the Terms and Conditions of Business of the Buyer, the Company's Terms and Conditions shall prevail.
- 3.2. The Company will accept 'as fact' specifications as received. Any alteration to an order or specification may only be made by the Buyer, in writing or email, and should the items in question be partly or fully manufactured, any extra charge is to be agreed by the Buyer before the alteration will be accepted by the Company.
- 3.3. The company reserves the right to alter quotations resulting from variations to the initial specification following more detailed inspections or surveys.
- 3.4. Goods will be supplied and fitted in accordance with the Glass and Glazing Federation standards.

4. NOTICE OF RIGHT TO CANCEL

4.1. You have the right to cancel this contract if you want to;

4.1.1. Products such as windows which are made to measure and made to your specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

4.1.2. Products which are not made to measure – you have a right to cancel the contract up to 14 calendar days after the date of delivery. However, you agree that the survey, erection of any necessary access equipment and installation work for such products may start before the end of this 14 days cancellation period. If you cancel we will collect the products delivered but not installed and we will charge you our reasonable costs of collection. We will also charge you our reasonable costs for the survey, access equipment and installed products provided up to the point of cancellation.

4.1.3. Your right(s) of cancellation referred to above can be exercised by delivering or sending a cancellation notice to the company mentioned within the time periods indicated.

4.1.4. To exercise the right to cancel, you must inform us of the decision to cancel the contract by a clear statement (e.g. a letter sent by post or e-mail) quoting your name, address and this contract number within 14 days of this dated contract.

4.1.5. If you cancel the contract, the company will reimburse to you all payments received from you, excluding the cost of bespoke products (designed and manufactured to customer specification) which will remain due for any payment.

4.1.7. The notice of cancellation is deemed to be served as soon as it is posted or sent to GT Glassmasters Ltd or in the case of an e-mail from the day it is sent to GT Glassmasters Ltd.

4.1.8. Following any survey which reveals significant unforeseen additional work being required at an extra cost to you or your property being unsafe or unsuitable for the work to be carried out, either you or we have the right to cancel the contract. The Survey would take place at a time agreed by you and the Company. In event of no agreement being achieved refer to clause 7.

4.1.9. In the above event you will be provided with full details of the survey findings and any deposit will be returned to you.

4.1.9.1. You will allow installation to commence within the estimated installation period. If within 6 weeks of the end of the estimated installation period, you are unable to accept an appointment for installation, 80% of the purchase price is then payable (unless you cancel products not made-to-measure) and installation or delivery will follow as soon as is reasonably practicable by agreement between us.

4.1.9.2. If the work is not commenced within the estimated installation period stated in the contract, you may write to us, requiring the work to be completed within six weeks or some other period agreed (preferably in writing) between you and us. If the work is not completed within this extended period, you may cancel the outstanding work covered by the contract without penalty to yourself by sending us a letter advising us of your wishes. We recommend that you send this letter by recorded delivery.

In addition, you will be entitled to a refund of any monies which represent a payment for the installation of materials by us in excess of any work actually carried out by ourselves. However, if we carried out any work to a value which exceeds any payment made by you we will be entitled to the payment of the difference. In the event of cancellation, you are entitled to deduct any additional amount which can be shown if you have to pay more than the purchase price to others to complete the installation. In any of the above cases the value of the work will be agreed by you and us. In the event of no agreement

being achieved refer to clause 7.

4.1.9.3. We shall not be liable for any delay in the completion of the work which arises from causes beyond our control. (for example fire, flooding, excessive weather conditions (strong wind and/or rain), civil disturbances, strike action by others, criminal damage and acts of war.)

4.1.9.4. You or we are entitled to cancel this contract in the event of any serious breach of contract by you or us, (for example - refusal to comply with the Building Regulations or refusal by us to carry out a reasonably required correction of defects).

5. PRICE AND PAYMENT TERMS

5.1. The company has quoted its price based on the payment terms shown below or as otherwise stated on the quote. Accordingly the company rely on the buyer to pay the whole of the balance when given notice of completion by way of an invoice. Should remedial work be required the buyer will pay a sum proportional to the total value of the works and the remainder according to the terms stated.

5.2. Stage payments may be required for some supply only or supply and fix contracts. The Company will notify the customer at the time the contract is signed or before.

5.3. VAT will be payable by the buyer at the appropriate rate in force at the time the invoice is raised.

5.4. Each consignment of supply only goods will be invoiced separately and payment against the invoice shall fall due, in full, according to the standard terms shown below.

5.5. If for any reason the Buyer is unable to accept delivery when due, the Goods will nevertheless be invoiced and payment will be due according to the standard terms shown below. In such cases the Company will, if facilities permit, store the Goods at the Buyer's risk until delivery, and reserves the right to make additional charges for such storage and any extra handling or transportation.

5.6. Faulty goods will not be accepted as a reason for non-payment of invoices as the Company guarantees to replace any unit found to be defective on delivery.

5.7. Anticipated delivery and completions dates notified to the Customer are the Company's best estimate at the time. The Company will not accept claims or deductions in respect of late delivery of goods or late completion work.

5.8. If payments received from the Buyer are not stated to refer to a particular invoice, the Company may appropriate such payments to any outstanding invoice.

5.9. If the Buyer fails to make any payments in the time specified the Company reserves the right, and without prejudice to any other rights, suspend further deliveries until payment is made. The Company is entitled to charge interest on the outstanding balance of the overdue account from the time of default to the time of payment, calculated on a daily basis at a rate of 2.5% per month.

5.10. Payment terms are as follows:

5.10.1. 30 days from date of invoice or earlier as stated in the customers terms and conditions.

5.10.2. Retail customers; fitting work – payment on receipt of invoice or request for stage payment.

5.10.3. Retail customers; supply only – payment on delivery or at time of order for non-stock items.

5.11. The buyers' failure to pay the balance on satisfactory completion would be a breach of

this agreement.

6. VARIATION OF CONTRACT

6.1. Any variation of this agreement must be in writing and signed by both parties. Should the items in question be partly or fully manufactured, an extra charge will be agreed before the alteration is made.

6.2. A contract with all variations will be required from the buyer and must be signed by the buyer.

6.3. The estimated period of delivery/installation will run from the date of the contract or the date when both parties have agreed all variations of contract.

7. COMPLAINTS

7.1. In the first instance, we would encourage you to discuss any problems verbally and informally with your principal contact within the company or the manager. If the verbal and informal approach does not satisfactorily deal with your concerns, we offer a 2 stage formal complaints procedure. Details of which will be explained verbally and in writing.

7.2. The company must be afforded every reasonable opportunity to remedy any complaint for which it may be liable.

8. RETENTION OF TITLE

8.1. The Company shall retain title to and ownership of the Goods until it has received payment in full of all sums due for all Goods supplied by the Company to the Buyer.

8.2. Pending payment in full by the Buyer of all sums due to the Company, the Buyer will store the Goods separately from any goods belonging to the Buyer or any third party, in a manner clearly marked and readily identifiable as the Company's property. The Company shall be entitled to enter the Buyer's premises upon 24 hours notice to verify the Buyer's compliance with this clause.

8.3. If the Buyer fails to make payment when due of all monies owed to the Company on whatever account or becomes insolvent or commits an act of bankruptcy or if a receiver is appointed over any part of the Buyer's business or property, the Buyer's right to possession of Goods unpaid for shall cease immediately. The Buyer acknowledges that the Company may for the purpose of recovery of Goods pursuant to this condition enter upon any premises where the Goods are stored or where they are reasonably thought to be stored and the Company may repossess the Goods.

8.4. In the event of the Buyer requiring the Goods for sub-sale, the Buyer will so inform the Company at time of order and will provide the Company with details of the intended sub-purchaser's identity and address so that the Company may notify such intended sub-purchaser of the Company's retention of title in and ownership of the Goods pending payment by the Buyer of all monies due from the Buyer to the Company.

8.5. If the Buyer, not having paid all monies due to the Company in full, has not received the proceeds of any sub-sale of the Goods, the Buyer will, within four working days of being called upon by the Company so to do, assign to the Company all rights against the person or persons to whom the Buyer has sub-sold the goods.

9. DELIVERY AND RISK

9.1. Any time or date for the despatch or delivery of Goods or for the completion of works whether specified in a quotation or otherwise given by the Company shall be an estimate in good faith but shall not be binding upon the Company either as a term of the contract or otherwise. In no circumstances shall the Company be liable for any loss or damage sustained by the Buyer in consequence of a failure to deliver within such time or by such date.

9.2. Failure to deliver or complete the Work shall include, but not be limited to, errors in manufacture, errors in measurement by the Company, strike action by the Company's suppliers, loss of labour through illness, unforeseen circumstances not reasonably identifiable at survey.

9.3. The Company will endeavour to accommodate the Buyer's preferred fitting dates. In the event that the Buyer delays the fitting date, for whatever reason, of any goods supplied by the Company for a period in excess of 4 weeks from the date of procurement by the Company, then the Company reserves the right to make additional charges for the storage and protection of the goods.

9.4. All supply only goods are to be inspected by the Buyer on delivery. No claims for incomplete orders or damage will be permitted or accepted by the Company after delivery.

9.5. The Buyer acknowledges that the Buyer is in possession of the goods solely as bailee for the Company until such time as the Buyer has paid in full all sums owing to the Company, but that the risk in the Goods shall pass to the Buyer either when the Goods are delivered by the Company to the Buyer or in all other cases on the Company's despatch of the Goods.

9.6. The handling, working or carrying of the Buyer's own materials by the Company shall be entirely at the Buyer's own risk.

10. SUPPLY & FIT WORK

10.1. In the event that the Company accepts an order for fixing goods supplied by another manufacturer/supplier, this shall be done at the Buyer's risk in all respects. The Company will not issue any form of guarantee for the work unless otherwise stated.

10.2. Free and adequate access to the site will be provided by the Buyer at all times, with hard standings and approach roads suitable for the Company's vehicles made available to allow for the handling of materials, and a suitable area provided for storage of materials.

10.3. In the absence of any previous arrangement to the contrary, all materials salvaged during the course of the work are deemed to be the property of the Company.

10.4. The Company has the right to sub-contract any order or part of any order.

10.4.1. Conditions relating specifically to Trade Customers

10.4.2. Unless specifically stated prices quoted do not provide for making templates. Where these are required the Company will make additional charges.

10.4.3. The Buyer shall supply, erect, adjust and dismantle all necessary scaffolding at no cost to the Company. Such scaffolding is to comply with statutory requirements.

10.4.4. In the event of towers, cradles or other forms of mobile scaffolding being required, the Company reserves the right to amend prices and/or make additional charges for providing the same.

10.4.5. The Company's liability for damage or breakage from whatever cause shall cease when the goods have been fixed in position.

10.4.6. No provision has been made in any quotation for cleaning glass and frames or for the

removal of protective coatings, which will be the responsibility of the Buyer, unless otherwise agreed and charged for by the Company.

11. PREMISES

11.1. The purpose of any surveyors' inspection is to ascertain the feasibility of the installation shown on the contract. This is not a general survey of the premises which directly relate to the proposed installation.

11.2. Defects or damage existing before the installation or any damage arising thereafter to the premises are not the responsibility of the company unless directly attributable to the work done.

12. ADDITIONAL WORKS

12.1. The company does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property e.g. Radiators, pipes and electricity, telephone or television cables, unless specifically stated in this agreement.

12.2. The company will endeavour to ensure that the works match existing finishes but will not be liable for non matching due to weathering of existing materials and cannot guarantee that an equal sub-frame will be visible all round, but will do it's best to ensure a high standard is achieved.

12.3. The company will make good any damage caused in the course of installation to plaster, floor rendering and brickwork immediately surrounding any window or door installed, but the company cannot guarantee to avoid causing superficial damage to surrounding wallpaper and paint work or to avoid damage to ceramic tiles in the same area. The making good of that damage is the buyer's responsibility.

12.4. The company cannot undertake to remove intact any existing glass or frames without damaging them.

12.5. All materials removed during the course of installation will be cleared from site and cannot be retrieved thereafter. If any materials require to be retained this must be clearly stated on the contract and will be the responsibility of the buyer to arrange such operations.

13. SURVEY

13.1. This agreement is conditional upon the company surveyors' approval of the schedule of work following inspection.

13.2. The company reserve the right to make such modifications to the schedule of works as their surveyor deems necessary.

13.3. If the surveyors' approval is not given for whatever reason or the buyer does not accept the proposed modifications the contract will be automatically cancelled.

14. Exclusions and qualifications to the proposal

14.1. The following conditions are generic and some of them may not be applicable to the Work.

14.2. The Company does not accept any liability for errors that may arise due to the Buyer's failure to examine all the documents forming part of the agreement.

14.3. If it has not been possible to make a site visit this price proposal is subject to any site visits deemed necessary to ascertain the full scope of the Work, and if required the price

may be varied accordingly.

14.4. The price proposal is based solely on the conditions and specifications either referred to or included as part of the proposal and said conditions and specifications shall take precedence over any other conditions, specifications or instructions that may have been given by the Buyer to the Company, either verbally or in writing.

14.5. Frame measurements are as per those shown or annotated on the drawings supplied by the Buyer. Where sizes are not clearly shown then frame sizes have been scaled off the drawings. Where frame designs are not clearly shown or if proposed sizes exceed the manufacturer's design parameters, then alternative designs may have been made based on good practice. The Company does not accept liability for any assumed sizes or designs shown on the line drawings supplied as part of this proposal unless agreed in writing prior to supply.

14.6. The proposal is subject to agreement of the final sizes and specifications of the frames to be supplied.

14.7. Toughened glass has been allowed for in doors and adjacent frames to doors only or where it is clearly shown on the drawings and included in the specifications attached. The proposal is subject to identification of glass in critical areas.

14.8. Textured glass has been allowed for where clearly identified on the drawings and specifications supplied by the Buyer.

14.9. Please note that any line drawings that form part of this proposal are for visual purposes only and should not be construed as being representative of the goods supplied. In the event that this proposal does not adequately describe the Work or goods to be supplied then the Buyer should request the Company for any available information appertaining to said Work or goods. It is the Buyer's responsibility to ensure that all aspects of design, aesthetics and visual aspects of the Work or goods included in this proposal are satisfactory. The Company does not accept any liability for replacing said Work or goods as a result of the Buyer's failure to make adequate enquiries regarding the foregoing.

14.10. Fire escape windows have been included where clearly shown on the drawings. It is the Buyer's responsibility to ensure that windows/doors specified in this proposal meet with requirements of document B of the building regulations. The Company accepts no liability for failure to comply with this regulation.

14.11. Rerouting electrical cable, alarm circuitry or plumbing is not included in the proposal unless specifically stated.

14.12. With new building it is the Buyer's responsibility to ensure that the windows/doors specified in this proposal meet with the requirements of document F of the building regulations. The Company accepts no liability for failure to comply with this regulation. If trickle vents are not specifically referred to in the proposal or shown on the drawings accompanying this proposal then trickle vents will be charged extra. Trickle vents will always be included in all quotations to comply with current regulations unless otherwise stated and agreed with the customer that there is a form of mechanical ventilation installed.

14.13. All necessary planning/building regulations approval are deemed to have been applied for by the Buyer. GT Glassmasters Ltd does not accept any liability for any subsequent claims that may arise due to the Buyer's failure to comply with statutory and/or local by-laws. Should you require planning approval, then we would be happy to forward the name of a reputable agency to handle your application.

14.14. Subject to GT Glassmasters Ltd Terms and Conditions of sale.

14.16. The proposal is valid for 30 days from the date of the proposal

14.17. Unless agreed in writing, the Company reserves the right to pass on any increased costs for any Work or goods supplied later than the time period specified in clause 20 irrespective of the date of any order given by the Buyer to the Company to carry out the Work.

15. STATUTORY RIGHTS

15.1. No terms and conditions shall affect the statutory rights of the buyer.



Warranty Information

Manufacturer's Product Guarantee

uPVC Frames - 10 years or manufacturer's guarantee period whichever is the lesser: - Guaranteed against any failure in welded joints, distortion and surface finish when adequately maintained in-line with manufacturer's guarantee.

Timber Frames - 5 years or manufacturer's guarantee period whichever is the lesser: - Guaranteed against any failure in joints, distortion and rot when adequately maintained in-line with manufacturer's guarantee.

Aluminium Frames in non-hazardous environments - 10 years or manufacturer's guarantee period whichever is the lesser: - Guaranteed against any failure in joints, distortion and coating when adequately maintained in-line with manufacturer's guarantee.

Aluminium Frames in hazardous environments* - 2 years or manufacturer's guarantee period whichever is the lesser: - Guaranteed against any failure in joints, distortion and coating when adequately maintained in-line with manufacturer's guarantee.

IGU - 5 years or manufacturer's guarantee period whichever is the lesser: - Guaranteed against the failure of hermetical seals (i.e. misting between panes). Including double glazed units with integral blinds.

Door Panels - 5 years or manufacturer's guarantee period whichever is the lesser: - Guaranteed against any failure in joints, distortion and surface finish when adequately maintained in-line with manufacturer's guarantee.

Hardware - 1 years or manufacturer's guarantee period whichever is the lesser: - Guaranteed against any failure in Locking mechanisms, hinges and all metallic moving parts when adequately maintained in-line with manufacturer's guarantee.

Sealed Units - 10 years or manufacturers guarantee period, whichever is lesser:- warranty on sealed glass units from the date of original manufacture against condensation or dust forming between the unbroken panes of glass within the sealed unit.

Structural Glazing - 12 months warranty on structural glazing including balustrade and shower enclosures. Stainless steel fittings in exposed marine locations can be subject to surface /spot rusting, the cleaning of this is not covered under the warranty.

Important Aluminium Warranty Information

The warranty given is also subject to the products being cared for, cleaned and maintained as outlined in the maintenance instructions. Marine Guarantees must be applied for prior to coating commences and a Request Form should be completed and returned to our suppliers via our sales team prior to an order being approved. Without our suppliers approval and a third party recorded maintenance routines (washing down every 2 weeks with soapy water, repairs to damaged paintwork, regular lubrication of moving parts) we are unable to offer a warranty.

The warranty will be invalidated immediately should the product be misused, damaged or dismantled by the customer, or any unauthorised person, or any alteration to the original specification or should the product show evidence of impact, mishandling or tampering, unnatural chemical corrosion or use contrary to its intended purpose.

The limitation of the company's warranty is to the goods and services provided only and excludes any product or service (including installation and building work) not supplied by the vendor nor any other consequential damage or loss arising. Products must be fitted and maintained in accordance to manufacturers or Glass & Glazing Federation (GGF) recommended methods of installation, incorrect fitting by the customer or third party installers will invalidate this warranty.

If replacement goods are supplied it will be of a standard type of product current at the time of replacement, this warranty applies to replacement goods up to the limit of the warranty period covering the original unit.

***Hazardous environments include any aluminium products supplied and/or fitted within 500 metres of a high tide line, indoor swimming pool environment or a high humidity environment.**

Please note:

Any door and window adjustments required after 12 months will include a service charge.

Workmanship

Workmanship Guarantee – 2 years: - Guaranteed against physical faults or errors in the installation which have been caused by defective workmanship.

Building Regulations – 6 years: - Where the works are registered with a Competent Person Scheme; this guarantee covers a breach of the Building Regulations in force at the time of the completion of the works.

Conditions

1. Guarantee periods effective start date is shown on this guarantee as the commencement date.

2. Written permission is not required to assign Building Regulation guarantee activities to a third party which is freely transferable. All other aspects of this guarantee are transferable to new owners of the goods for an admin cost of £0.00.
3. In the event of a dispute relating to the terms of this guarantee *the Certass Certification* nominated Alternate Dispute Resolution (ADR) provider shall be used to mediate any dispute.
4. Any failure of materials due to faulty workmanship under the term of this guarantee will be repaired or replaced at the supplier/installation company's sole discretion.

Exemptions

1. No guarantee is given as to the elimination of condensation.
2. Cosmetic deterioration to handles, letter plates and door handles etc. due to general wear and tear are not covered by this guarantee.
3. All guarantees are given in good faith. However, if it is deemed after a visit from a company representative that our product has been misused, tampered or damaged in any way etc, we will render the guarantee null and void, leaving any remedial work to be carried out at a pre-arranged fee, which shall be payable before any work commences.

Claims Procedure

1. Where the Guarantee Beneficiary becomes aware of any situation which may lead to a claim under this guarantee, the Guarantee Beneficiary shall write to the Installer at the Installer's Address detailed above -within 5 business days of becoming aware of any potential defects- detailing any evident faults or errors in the Works.