

TERMS & CONDITIONS

1. THESE TERMS

- 1.1 **What do these terms cover.** These are the terms and conditions on which we supply and install custom frameless glass products and associated hardware and components.
- 1.2 **Why you should read them.** Please read these terms carefully before submitting your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are BFGGLASS LTD, a company registered in England and Wales. Our company registration number is **13214906** and our address is Unit 8b Avondale Business Centre, Woodland Way, Kingswood, Bristol BS15 1AW. Our registered VAT number is 374038789.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team on 0117 961 2709 or by writing to us at info@bfglass.co.uk or Unit 8b Avondale Business Centre, Woodland Way, Kingswood, Bristol BS15 1AW.
- 2.3 **How may we contact you.** If we must 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.
- 2.4 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How will we accept your order.** Our acceptance of your order will take place when we email or otherwise contact you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you. This might be because the products ordered are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the products or because we are unable to meet a installation deadline you have specified.

4. **OUR PRODUCTS**

4.1 **Products may vary slightly from their pictures.** The images of the frameless glass products and components in our brochures and on our website are for illustrative purposes only. Although we have made every effort to ensure the colours are accurately represented, there may be minor variations. Your products may vary slightly from those images.

4.2 **Disclaimers and product-specific conditions.** All our products have different features, and also have different conditions, tolerances and specifications relating to them. We also make some disclaimers about the installation of our products. These are set out in the attached Appendix, which forms part of these Terms and Conditions. You should review the Appendix for the sections relevant to your products.

5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the products you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the order, the timing of supply 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see Clause 8, your rights to end the contract).

6. **OUR RIGHTS TO MAKE CHANGES**

Minor changes to the products. We may change the products to reflect changes in relevant laws and regulatory requirements, and to implement minor technical adjustments and improvements. These changes will not affect your use of the products.

7. **INSTALLATION OF THE PRODUCTS**

7.1 **When will we install the products.** After you have paid the deposit (see Clause 12, Price and payment), we will provide you with an estimated installation date. Once we have ordered materials and confirmed delivery dates with our suppliers, we will confirm the installation date with you.

7.2 **We are not responsible for delays outside our control.** If installation is delayed by an event outside our control (such as a delay in the delivery of materials, or the weather), then we will contact you as soon as possible to let you know, and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event.

7.3 If you are not at home or do not allow us access to install the products, please let us know. If no one is available at your address to allow us access to your property to install the products as arranged (and you do not have a good reason for this), we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or rearrange access to your property, we may end the contract and Clause 10.2 will apply.

7.4 If you postpone the installation. If you postpone the installation less than 48 hours (2 working days) before the date arranged for installation, we may charge you up to £250 for installations and £80 for surveyor visits for our wasted costs and the costs of re-arranging the installation. For example, if the installation is arranged for a Friday, and you postpone the installation on the Wednesday before; or if the installation is arranged for a Monday, and you postpone the installation on the Thursday before.

7.5 Your legal rights if we install the products late. You have legal rights if we install any products late. If we miss the installation deadline for any products, then you may treat the contract as at an end straight away if any of the following apply:

- (a) we have refused to install the products; and
- (b) installation by any agreed installation deadline was essential (taking into account all the relevant circumstances).

7.6 When you become responsible for the products. Products will be your responsibility from the time we install them at the address you gave us.

7.7 When you own the products.

You own the products once we have received payment in full in accordance with Clause 12. For orders placed by builders, main contractors, or sub-contractors, ownership shall also be subject to the conditions set out in Clause 15.1A (Retention of Title), meaning ownership does not pass until full payment is received by BFGLOSS LTD, and no rights to transfer ownership to another party exist before payment is made.

7.8 What will happen if you do not give the required information to us. We may need certain information from you before installing the products, for example about access to your property, parking permits, etc. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for installing the products late or not installing any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

7.9 Reasons we may suspend installation. We may have to suspend installation to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the products to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the products as requested by you or notified by us to you (see Clause 6).

7.10 Your rights if we suspend installation. We will contact you in advance to tell you we will be suspending installation, unless the problem is urgent or an emergency. If we have to suspend installation for longer than 3 months, we will adjust the price so that you do not pay for products while installation is suspended. You may contact us to end the contract if we suspend installation, or tell you we are going to suspend it, in each case for a period of more than 6 months and we will refund any sums you have paid in advance for the products in respect of the period after you end the contract.

7.11 We may also suspend installation if you do not pay. If you do not pay us for the products when you are supposed to (see Clause 12.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend installation of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending the supply of the products. We will not suspend the products where you dispute the unpaid invoice. We will not charge you for the products during the period during which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see Clause 12.4).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have ordered, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If what you have ordered is faulty or misdescribed you may have a legal right to end the contract (or to get the products repaired or replaced or get some or all of your money back), see Clause 11;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see Clause 8.2;
- (c) If you have just changed your mind about the products, see Clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions; and

- (d) In all other cases (if we are not at fault and there is no right to change your mind), see Clause 8.6.

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (d) below, the contract will end immediately, and we will refund you in full for any products which have not been provided, and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an error in the price or description of the products you have ordered, and you do not wish to proceed;
- (b) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (c) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
- (d) You have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought off-premises you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) any products which we have ordered from suppliers (to the extent that we cannot obtain a refund) or which have been installed, even if the cancellation period is still running;
- (b) any products which become mixed inseparably with other items after their installation.

8.5 How long do you have to change your mind? You have 14 days to change your mind (after the day we email or otherwise contact you to confirm we accept your order). For example, if we email you to accept your order on the 3rd of the month, you can change your mind up to and including the 17th of the month. However, once we have started installation you cannot change your mind, even if the period is still running.

8.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see Clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. The contract will be completed when we have finished installation, and you have paid. If you want to end a contract before it is completed where we are not at fault

and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 Tell us if you want to end the contract. To end the contract with us, please let us know by calling customer services on 0117 961 2709 or email us at info@bfglass.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.2 What do we charge for collection. If we collect products from you, we will charge you the direct cost of collection.

9.3 How will we refund you. We will refund you the price you paid for the products, including installation costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.4 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind, we may reduce your refund of the price to reflect any reduction in the value of the products if this has been caused by your handling of them or installation. We may reduce your refund to reflect the cost of any site visits we carry out, at a rate of £45 per hour.

9.5 When your refund is made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then:

- (a) Your refund will be made within 14 days from the day on which we collect or receive the products back from you; and
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due;

- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to install the products, for example, as set out in Clause 7.7;
- (c) you do not, within a reasonable time, allow us access to your premises to install the products;
- (d) the installation would be in breach of safety standards or Building Regulations; or
- (e) there has been a breakdown in our relationship with you.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in, Clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. IF THERE IS A PROBLEM WITH THE PRODUCTS

11.1 How to tell us about problems. If you have any questions or complaints about the products, please contact us within 24 hours of the installation. You can telephone our customer service team on 0117 961 2709 or by writing to us at info@bfglass.co.uk.

11.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract, subject to the disclaimer and product-specific conditions set out in the Appendix.

12. PRICE AND PAYMENT

12.1 Where to find the price for the products. The price of the products will be estimated on your order form and then confirmed to you by email.

12.2 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 products, we will adjust the rate of VAT that you pay, unless you have already paid for the products in full before the change in the rate of VAT takes effect.

12.3 When you must pay and how you must pay.

We accept payment by debit card or credit card. A deposit of 75% of the total price must be paid prior to us commencing the ordering of any glass or hardware. The remaining 25% shall become due upon completion of the installation and the issuing of our invoice. Invoices must be paid within 7 days of the date of issue.

For the purposes of this clause, a job shall be deemed complete when the final scheduled visit has been carried out and the invoice has been issued. If any post-completion adjustments are

required, this shall not alter or extend the original payment due date. In such cases, the invoice shall remain payable upon completion of the adjustments, and the due date will not be reset. If multiple adjustments are requested and, in our reasonable opinion, such adjustments are deemed unnecessary or not required, the original invoice date shall remain in full effect.

12.4 We can charge interest and administration fees if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 8% a year above the Bank of England base rate from time to time. This interest shall accrue on a daily basis from the due date until the actual payment of the overdue amount, whether before or after judgement. Additionally, for every 14 days your invoice is overdue, you will be charged an administration fee of £25. You must pay us interest and administration fees together with any overdue amount.

12.5 What to do if you think an invoice is wrong. If you think the invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved, we will charge you interest on correctly invoiced sums from the original due date.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 We are responsible to you for the foreseeable loss and damage caused by us. Subject to the terms of the Appendix, if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

13.3 When we are liable for damage to your property. Subject to the terms of the Appendix, we will make good any damage to your property caused by us while on your property. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discovered while providing the services.

13.4 We are not liable for business losses. We only supply the products for domestic and private use. 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.

14. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

How will we use your personal information. We will only use your personal information for the purposes of your order and communication with you, and at all times in compliance with the UK data protection rules.

15. **OTHER IMPORTANT TERMS**

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.

15.1A Retention of Title for Builder and Sub-Contractor Orders

Where we are contracted by a builder, main contractor, or sub-contractor to supply and/or install glass, hardware, or associated components, ownership of all such goods shall remain the property of BFGLOSS LTD until payment has been received by us in full, in accordance with Clause 7.7 and Clause 12. Until such payment is made, the builder, main contractor, or sub-contractor has no right, title, or authority to sell, assign, transfer, or otherwise pass ownership of the goods to any third party. Any such transfer without our prior written consent shall be void and shall not affect our rights to reclaim or recover the goods.

15.2 You need our consent to transfer your rights to someone else. You may transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 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.

15.6 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.

APPENDIX: DISCLAIMERS AND PRODUCT-SPECIFIC CONDITIONS

1. GENERAL PRODUCT SPECIFICATION

- 1.1 Anodised and painted finishes are available in a range of colours. We cannot guarantee an exact colour and surface texture match between all components, but 'top and bottom anodising colour limits samples are available on request.
- 1.2 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.
- 1.3 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 us with such information as will enable us to identify any high-risk areas which may require safety glazing.

2. RESEARCH AND DEVELOPMENT

In view of our ongoing development and engineering programmes, we reserve the right to make product changes in the specification of products without notice, whether this Condition is expressly printed in our literature, technical drawings and catalogues.

3. LIMITED WARRANTY

- 3.1 We warrant that the goods installed by us will 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 you according to prevailing correct practices. Copies of maintenance and cleaning schedules are available upon request from us.
- 3.2 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 us, 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 us of the purchase price paid to us, at our option.
- 3.3 We do not make any other representations or warranties, express or implied, including, but not linked to, any implied warranty or merchantability or any implied warranty of fitness for a particular

purpose. In no event shall we be liable for special, direct, indirect or consequential damages, including, but not linked to loss of use or profits.

4. **SHOWER SCREENS**

4.1 Shower enclosures and not 100% water-tight enclosures. We aim to eliminate all leaks to the best of our ability but water pressure, tray alignment, water draining and showering habits cannot be accounted for. The seals have a 6-month life span and will need to be replaced by you at your expense. Some seals will last longer if care and regular cleaning is done. Regular cleaning and maintenance must be carried out on all products.

4.2 The standard tolerances applied by all our suppliers apply to this contract. 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 is +5mm/-5mm on any glass due to the digitising processes. Scratches in glass are not regarded as a defect unless visible to the naked eye in natural light from 1500mm.

5. **STAINLESS STEEL POST BALUSTRADES**

5.1 All stainless steel must be cleaned by you with approved oil-based cleaners every 5-7 months in a coastal area and every 8-10 months in a non-coastal area.

5.2 All due care will be taken when drilling base materials but in the case of cracking, chipping or damage we accept no responsibility unless we breach our duty of care while drilling. We accept no responsibility if the base material fails over time or is not suitable for fixings e.g. damp bricks (water damage).

5.3 The standard tolerances applied by all our suppliers apply to this contract. 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 is +5mm/-5mm on any glass due to the digitising processes. Scratches in glass are not regarded as a defect unless visible to the naked eye in natural light from 1500mm. All tolerance on templates is +5mm/-5mm on any glass due to the digitising processes.

6. **BASE SHOE CHANNEL BALUSTRADES**

6.1 All stainless steel must be cleaned by you with approved oil-based cleaners every 5-7 months in a coastal area and every 8-10 months in a non-coastal area. Aluminium must be cleaned in the same way as approved aluminium cleaners.

6.2 All due care will be taken when drilling base materials but in the case of cracking, chipping or damage we accept no responsibility unless we breach our duty of care while drilling. We accept no

responsibility if the base material fails over time or is not suitable for fixings e.g. damp bricks (water damage).

- 6.3 The standard tolerances applied by all our suppliers apply to this contract. 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 is +5mm/-5mm on any glass due to the digitising processes. Scratches in glass are not regarded as a defect unless visible to the naked eye in natural light from 1500mm. All tolerance on templates is +5mm/-5mm on any glass due to the digitising processes.

7. SPIGOT BALUSTRADES

- 7.1 All stainless steel must be cleaned by you with approved oil-based cleaners every 5-7 months in a coastal area and every 8-10 months in a non-coastal area. Aluminium must be cleaned in the same way as approved aluminium cleaners.
- 7.2 All due care will be taken when drilling base materials but in the case of cracking, chipping or damages we accept no responsibility unless we breach our duty of care while drilling. We accept no responsibility if the base material fails over time or is not suitable for fixings e.g. damp bricks (water damage).
- 7.3 The standard tolerances applied by all our suppliers apply to this contract. 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 is +5mm/-5mm on any glass due to the digitising processes. Scratches in glass are not regarded as a defect unless visible to the naked eye in natural light from 1500mm. All tolerance on templates is +5mm/-5mm on any glass due to the digitising processes.

8. STAND OFF BALUSTRADES

- 8.1 All stainless steel must be cleaned by you with approved oil-based cleaners every 5-7 months in a coastal area and every 8-10 months in a non-coastal area. Aluminium must be cleaned in the same way with approved aluminium cleaners.
- 8.2 All due care will be taken when drilling base materials but in the case of cracking, chipping or damage we accept no responsibility unless we breach our duty of care while drilling. We accept no responsibility if the base material fails over time or is not suitable for fixings e.g. damp bricks (water damage).
- 8.3 The standard tolerances applied by all our suppliers apply to this contract. 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 is +5mm/-5mm on any glass due to the digitising processes. Scratches

in glass are not regarded as a defect unless visible to the naked eye in natural light from 1500mm. All tolerance on templates is +5mm/-5mm on any glass due to the digitising processes.

9. **SPLASH BACKS**

9.1 Glass must be cleaned by you with approved glass cleaners. The silicon has a 6–12-month life span and will need to be replaced by you at your cost. Some seals will last longer with care and regular non-abrasive cleaning. Regular cleaning and maintenance must be carried out on all products.

9.2 We accept no responsibility if the base material fails over time or is not suitable for fixings e.g. damp bricks (water damage).

9.3 The standard tolerances applied by all our suppliers apply to this contract. 6mm glass has a +3mm/-3mm tolerance and bow of up to 3mm. All tolerance on templates is +5mm/-5mm on any glass due to the digitising processes. Scratches in glass are not regarded as a defect unless visible to the naked eye in natural light from 1500mm. All tolerance on templates is +5mm/-5mm on any glass due to the digitising processes.

9.4 We are not qualified electricians and accept no responsibility whatsoever for breakage of or damage to electrical components.

10. **DISCLAIMER**

Whenever we are instructed to work on or to process your own materials such as glass, framing, templates, etc., we accept no responsibility whatsoever for breakage or damage to said goods. Any such work is carried out entirely at your risk and cost.