## **GLAZING MASTERS**" is the trading name of Goldsmith Global Corporation Limited

## **Terms and Conditions of Trading**

**DEFINITIONS OF THESE CONDITIONS:** (a) In these general conditions "the Company" shall mean Glazing Masters the trading name of Goldsmith Global Corporation Limited "the Buyer" shall mean the person, firm, or company to whom any quotation is addressed or with whom any contract is made. "The goods" shall mean the goods agreed to be sold and described in the face hereof. "The place of installation and/or repair" shall mean the place of the installation and/or repair indicated in the quotation or contract, also near thereto as the installation and/or repair vehicle can safely get. (b) In these general conditions, any reference to goods shall, where the goods are sold for installation and/or repair by instalments includes a reference to each installment.

- 1. **ORDER ACCEPTANCE:** All orders are accepted by the company on the understanding of compliance with these general conditions of trading. Any variation of these conditions is inapplicable unless accepted in writing by the company.
- 2. BUYERS RIGHT TO CANCEL: Under the Buyers Right to cancel Regulation the buyer has a right to cancel the contact during a period of 14 calendar days from the date of the signed contract. During this period if the buyer chooses to cancel the contract any money paid by the buyer will be refunded. However, if the buyer has already given written approval for goods or services already provided. If the buyer wish to cancel the contract they must do so in writing and deliver personally or send by post to Misty House, Ryes Lane, Hatfield Heath, Bishop's Stortford, Herts, CM22 7BP or email to info@glazingmasters.co.uk If the buyer so wishes they can down load CUSTOMER CANCELLATION NOTICE from this website. If work needs to start prior to the 14-day cancellation period a form WORK COMMENCING PRIOR TO THE EXPIRY OF THE CANCELLATION PERIOD must be completed and signed by the buyer and dated. A copy of this form can be downloaded from this website. Appointments made to call to site to confirm the quotation details given by the company are subject to a charge of £2.00 per mile each way travelling by the company, if the contract is signed by the buyer a refund will be given by the company to the buyer against the contract price.
- 3. **DATE OF INSTALLATION AND/OR REPAIR:** The date or dates of installation and/or repair known as the works quoted or agreed by the company are given in good faith but without obligation. If the company is hindered or prevented from obtaining transport in arranging for the installation and/or repair known as the works of the goods by war, strikes, riots or any other cause whatsoever beyond the control of the company, the time of installation and/or repair known as the works shall at the company's option is extended. Where a period is named for installation and/or repair known as the works and such period is not extended by the company in the before mentioned circumstances, the buyer shall take installation and/or repair known as the works within that period. The company shall not be liable for any loss, damage or delay to the failure of the company for any reason whatsoever to install and/or repair known as the works or arrange for the installation and/or repair known as the works of the goods on or by the dates of installation and/or repair known as the works quoted.
- 4. **PAYMENT OF GOODS:** Payment is due on the day of completion of the installation and/or repair known as the works. Payment can only be made in cash or by bank transfer direct to the company's back account as shown on the contract or by credit/debit card. No other form of payment will be accepted by the company. All invoices will be issued within fourteen days of the payment being made by the buyer to the company if the balance due has been paid in full.
- 5. **SPECIFICATION:** What specifications are to be supplied, the buyer shall supply such specifications in reasonable time to enable the company to complete the installation and/or repair known as the works within the period named.
- 6. **SURVEYING PROCEDURES.** Whilst every effort is made to match the same type of glass as the existing glass that is already installed, at times due to unforeseen reasons, this may not be possible as some Low E glass is not easy to detect along with some safety glasses therefore although reasonable care is taken, we cannot be held responsible should the glass not match.
- 7. CONDITION AND WARRANTIES: No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear or quality of the goods supplied or that they will be suitable for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to the company.
- 8. **GUARANTEE HARDWARE** i.e. Hinge(s), Lock(s), Handle(s): The company offers the buyer their suppliers guarantee which can be up to 12 months based on fair wear and tear of the fitted product.
- GUARANTEE REPLACEMENT DOUBLE GLAZED SEALED UNIT(S): The company offers the buyer the manufactures guarantee which can be up to ten years from the date of the supply of the double glazed sealed unit(s) to replace the double glazed sealed unit(s) if the unit(s) fail within this period if the following is adhere to by the buyer. a) PVCu and Aluminium windows and/or doors the above applies if the double glazed sealed unit(s) have not been or tried to be removed from the frame(s) or damaged in any way by the buyer or a third party with or without the buyer's permission and the double glazed sealed unit(s) have not been or tried to be removed from the frame(s) or damaged in any way by the buyer or a third party with or without the buyers permission and that the gaps between the beads (that hold the double glazed unit(s) in place) and the double glazed sealed unit(s) are filled with a Butyl Glazing Putty Compound or an Hybrid Polymer Glazing Sealant and the area around these beads are painted or varnished by the buyer or third party overlapping the double glazed sealed unit(s) by 1 to 2 mm as by painting or varnishing these gaps, joints and areas this will help to stop the weather (rain) entering the frame(s) and rotting the wood and damaging the double glazed sealed unit(s). Should the above double-glazed sealed units fail, and the above works have not been completed within 4 weeks of the unit(s) being installed then no claim by the buyer can be made to have the unit(s) replace free of charge by the company. Failure to pay the full balance due on completion of the works will make any guarantee invalid.
  DEFECTIVE REPLACEMENT DOUBLE GLAZED SEALED UNITS: If the double glazed sealed unit(s) have any blemishes, scratches or marks on the
- 10. DEFECTIVE REPLACEMENT DOUBLE GLAZED SEALED UNITS: If the double glazed sealed unit(s) have any blemishes, scratches or marks on the face of the glass or inside the double glazed sealed unit(s) that can be seen when standing two metres from the frame and looking through the glass of the double glazed sealed unit(s) if the buyer so wishes can be exchanged free of charge by the company as long as the buyer informs the company within seven days of the installation of the double glazed sealed unit(s).
- 11. **DEFECTIVE PVCu**: PVCu can become brittle due to the sunlight an ageing, therefore although we take care not to damage the PVCu beading or frame whilst fitting replacement products but at times due to conditions outside our control, damage could occur, which the company cannot be held responsible for. If removing screws the heads may need drilling out and it may not be possible to replace them.
- 12. **DEFECTIVE Wooden beads**: Existing wooden beads can be brittle from age or may have been made from a low cost wood and may split upon removing them from the frame or can slit whilst re-fitting them after the sealed unit and/or glass has been fitted. We cannot be held responsible should splitting occur when removing the beads or re-fitting the beads, although ever care will be taken, as we do not offer a replacement bead service, we only re-fit the beads that are part of the existing frame. If splits should occur it is the customers responsibility to have the splits and pin holes filled and rubbed down before painting or varnishing of the area around the beading of the frame. If removing screws the heads may need drilling out and it may not be possible to replace them.
- 13. COMPLAINTS PROCEDURE: The company always endeavour to provide the best service and products for the buyer. However, on rare occasions, the company recognise that there may be times where the buyer may not be completely satisfied. As soon as possible after the completion of the work, the buyer should inspect the work to ensure everything has been carried out to the company's usual high standards. In the unlikely event, there is anything no to the buyer's satisfaction, the buyer should contact the company as soon as possible. Either telephone the company on 01279 261211 or write to the company at Misty House, Ryes Lane, Hatfield Heath, Bishop's Stortford, Herts, CM22 7BP or email the company at <a href="mailto:info@glazingmasters.co.uk">info@glazingmasters.co.uk</a> and the company will aim to respond within 3 days of receiving the complaint and where possible will provide the buyer with a date to remedy any issue.
- 14. PRICE: Unless otherwise stated, all prices quoted are ex company, current at the date of quotation and are subject to variation in price ruling at the date of installation and/or repair known as the works.
- 15. **OWNERSHIP OF THE GOODS:** The goods shall remain the property of the company absolutely until the buyer makes payment in full. Unless otherwise agreed in writing, the buyer will pay for the goods in cash or bank transfer direct to the company's bank account upon installation and/or repair known as the works. If the buyer cannot accept installation and/or repair known as the works on the agreed date, then the balance of the purchase price in full must be paid to the company within 2 weeks from the agreed date and thereafter a storage charge will be made unless otherwise agreed in writing by the company.
- 16. The Contract (Right of Third Party) Act 1999 shall not apply to this Conditions of Trading.
- 17. **The Rights:** The Law of England shall govern the rights and obligations of the company and the buyer shall submit to the determination of the disputes by the Courts of England.
- 18. **DEBTS:** The Company reserve the rights to assign debt to a third party.
- 19. Z Terms and Conditions T 0921