



PREEDY GLASS

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J. Preedy & Sons Limited: Business-to-Consumer Terms & Conditions of Sale

1. INTERPRETATION

1.1 The following definitions apply to this Contract:

Business Day:	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Conditions:	these terms and conditions as amended from time to time in accordance with clause 13.5.
Contract:	the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Customer:	the person or firm who purchases the Goods and/or Services from the Supplier.
Delivery Location:	as set out on the Quote.
Force Majeure Event:	has the meaning given to it in clause 12.1.
Goods:	the goods (or any part of them) referred to on the Quote.
Goods Specification:	any specification for the Goods, including any relevant plans, drawings or template referred to on the Quote.
Order:	the Customer's order to receive Goods and/or Services referred to on the Quote.
Price:	the price for the Goods and/or Services referred to on the Quote.
Quote:	the quotation attached to these Conditions that, for the avoidance of doubt, amounts to an invitation to treat only.
Services:	the services supplied by the Supplier to the Customer as set out in the Quote.
Services Specification:	any specification of the Services, including any relevant plans or drawings for the Services referred to on the Quote.
Supplier:	We are J Preedy & Sons Limited a company registered in England and Wales with company registration number 00372371 and our registered office is at Stanley Works 7B Coronation Road Park Royal London NW10 7PQ. Our registered VAT number is 232 4734 80

1.2 In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose, incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Customer is responsible for ensuring that the content of any specification or drawings or templates supplied by the Customer and referred to in the Order are complete and accurate.
- 2.3 The Supplier's acceptance of the Order brings this Contract into existence and the Contract shall comprise the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods and/or services described in them. They shall not form part of the Contract or have any contractual force.

3. GOODS

- 3.1 The Goods are as described in the Order.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer or by reference to any product measurements given to the Supplier by the Customer, the Customer is responsible for the content of the Goods Specification and/or measurements.
- 3.3 If the Customer wishes to make a change to the Goods order, the Customer may do so without invalidating the Contract. If the Supplier agrees that a change is possible, the Supplier will notify the Customer of any change to the Price of the Goods, their timing for delivery or anything else that would be necessary as a result of the requested change. The Supplier shall only be required to change the Services once any variation in Price for the supply of Goods has been agreed.
- 3.4 The Supplier shall have the right to make any changes to the Goods which are necessary to comply with any applicable law or safety requirement.

4. DELIVERY OF GOODS

- 4.1 The Customer shall collect the Goods from the Supplier's premises as may be advised by the Supplier within three Business Days of the Supplier notifying the Customer that the Goods are ready for collection. If the Customer fails to take delivery of the Goods within 3 Business Days of the Supplier notifying the Customer that the Goods are ready, then the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.2 If the Order provides that the Supplier shall deliver the Goods to the Customer, the Supplier may deliver the Goods in instalments and agrees to contact the Customer to agree a delivery period, which will be within 45 days after the day on which the Supplier accepts the Order. If the Supplier's delivery of the Goods is delayed by an event outside the Supplier's control then the Supplier shall contact the Customer and explain how steps are being taken to mitigate delay. Provided that the Supplier does this the Supplier shall not be liable for delays caused by the event but if there is a risk of substantial delay the Customer may contact the Supplier to end the Contract and receive a refund for any products paid for but not received. If no-one is available to take delivery, the Supplier will leave the Customer a note informing the Customer of how to rearrange delivery or collect the Goods.
- 4.3 If the Customer does not collect the Goods from the Supplier as arranged or if, after a failed delivery to the Customer the Customer does not re-arrange delivery or collect the Goods within 5 days of failing to collect or of failed delivery, the Supplier may charge the Customer for storage and any other costs incurred. If, despite the Supplier's reasonable efforts, the Supplier is unable to contact the Customer or able to re-arrange delivery or collection, the Supplier may end the Contract.

5. QUALITY OF GOODS

- 5.1 To the extent that the quality of Goods is not described in the Order, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979. For the avoidance of doubt, due to the nature of certain products, sources of supply, and natural finishes, Goods may differ slightly in specification and/or colour. The Customer accepts that such slight differences are not to be considered defects or any failure on behalf of the Supplier.
- 5.2 If the Customer gives notice within 14 days of discovery that some or all of the Goods do not comply with clause 5.1 then the Supplier is to be given a reasonable opportunity to examine such Goods and if asked do so by the Supplier, the Customer is to return such Goods to the Supplier's place of business without delay. The Supplier may at its option repair or replace the defective Goods, or refund the price of the defective Goods in full.

6. TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods. Until title to the Goods has passed to the Customer, the Customer shall store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property, shall not remove, deface or obscure any identifying mark or packaging on or relating to the Goods and maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery.
- 6.3 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11 then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up all Goods in its possession which have not been irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

- 7.1 The Supplier shall provide the Services to the Customer in a proper and workmanlike manner.
- 7.2 The Supplier shall use reasonable endeavours to supply the Services by the dates referred to in the Order, subject always to clause 7.5.
- 7.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 7.4 The Customer may, without invalidating this Contract, issue instructions requiring a change to the Services during the period within which the Services are to be carried out. If a change is possible the Supplier will notify the Customer of any change to the Price of the services, their timing or anything else that would be necessary as a result of the requested change. To confirm, the Supplier shall only be required to change the Services once any variation in Price for the supply of Services has been agreed.
- 7.5 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Services;
 - (b) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - (c) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - (d) prepare the Customer's premises for the supply of the Services; and
 - (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
- 7.6 If the Supplier's performance of the services is affected by an event outside the Supplier's control then the Supplier will contact the Customer as soon as possible to notify the Customer and will take steps to minimise the effect of the delay. The Supplier shall not be liable for such delays but if there is a risk of substantial delay the Customer is entitled to contact the Supplier to end the contract and receive a refund for any services paid for but not received.
- 7.7 The Supplier may suspend the services to deal with technical problems or make minor technical changes; update the services to reflect changes in relevant laws and regulatory requirements or to make changes to the services as requested by the Customer or notified by the Supplier to the Customer.
- 7.8 To the extent that the Services are to be supplied in accordance with a Services Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier caused by supplying the Services in accordance with the Services Specification including but not limited to any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights. This clause 7.8 shall survive termination of the Contract. The Supplier reserves the right to amend the specification of the Services or the Services Specification if required by any applicable statutory or regulatory requirements.

- 7.9 If the Customer has any questions or complaints about the Services, the Customer can contact us by telephone on 020 8965 1323 or by writing to us at Stanley Works Coronation Road Park Royal London NW10 7PQ
- 7.10 In addition to the Customer's legal rights, in the unlikely event of any defect in the Services:
- (a) if remedying the defect is impossible or cannot be done within a reasonable time or without significant inconvenience to the Customer the Supplier will refund the price paid for the Services.
 - (b) in all other circumstances the Supplier will use every effort to repair or fix the defect free of charge as soon as the Supplier can.

8. CHARGES AND PAYMENT

- 8.1 The Supplier shall be entitled to the Price for the Services as set out in the Order and on the dates stated therein. Time for payment shall be of the essence of the Contract.
- 8.2 If the Customer fails to make any payment due to the Supplier under the Contract by the date for payment then:
- (a) in respect of Goods and/or Services, the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. Interest under this clause 8 shall be a debt due from the Customer to the Supplier; and/or
 - (b) without limiting its other rights or remedies, the Supplier may withhold the supply of Goods and/or Services referred to in the Order; and/or
 - (c) without limiting its other rights or remedies, the Supplier may terminate the Contract in accordance with clause 11 below.
- 8.3 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
- 9.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

10. THE SUPPLIER'S RESPONSIBILITY FOR LOSS AND DAMAGE

- 10.1 The Supplier is only responsible for foreseeable loss and damage caused by the Supplier. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, the Supplier and Customer knew in the circumstances, that it might happen.
- 10.2 If the Supplier provides Services in the Customer's property, the Supplier will make good any damage caused to the Customer's property. However, the Supplier shall not be responsible for the cost of any damage caused resulting from a failure of the Customer to comply with clause 7.4 or for the cost of repairing any pre-existing faults or damage to the Customer's property that the Supplier discovers whilst carrying out the Services.
- 10.3 The Supplier is not liable for business losses. The Services are for domestic and private use. If you use the Services for any commercial, business or re-sale purpose the Supplier will have no liability to the Customer for loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.4 This clause 10 shall survive termination of the Contract.

11. ENDING THE CONTRACT

- 11.1 If the Customer ends the Contract for a reason set out at 11.1(a) to (c) below the Contract will end immediately and the Supplier will refund to the Customer in full for any Goods and Services which have not been provided or have not been properly provided. The relevant reasons are:
- (a) the Supplier has told the Customer about an error in the Price or description of the Goods or Services the Customer has ordered and the Customer does not wish to proceed;
 - (b) the Supplier suspends the services for technical reasons, or notifies the Customer that the Supplier is going to suspend them for technical reasons, in each case for a period of more than 6 months; or
 - (c) the Customer has a legal right to end the Contract because of something that the Supplier has done wrong.
- 11.2 If the Customer ends the Contract for any reason other than those referred to at 11.1 above, the Contract will end immediately but the Customer shall pay to the Supplier a fair and reasonable proportion of the Price if appropriate (the Supplier giving credit for any instalments already paid) having regard to the costs incurred by the Supplier in procuring the Goods or the Services carried out under this Contract to the date the Contract is ended.
- 11.3 The Supplier may end the Contract at any time in writing if:
- (a) the Customer does not make a payment when it is due and still does not settle the outstanding sum within 3 working days of the Supplier reminding the Customer that payment is due;
 - (b) the Customer is not able to deliver Goods pursuant to clause 4.3; or
 - (c) the Customer does not comply with its obligations under clause 7.5 of these terms.
- 11.4 If the Supplier ends the Contract for any reason referred to in clause 11.3, the Contract will end immediately but the Customer shall pay to the Supplier a fair and reasonable proportion of the Price if appropriate (the Supplier giving credit for any instalments already paid) having regard to the costs incurred by the Supplier in procuring the Goods or the Services carried out under this Contract to the date the Contract is ended.
- 11.5 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- (b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
 - (d) the other party (being an individual) is the subject of a bankruptcy petition or order;
 - (e) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - (f) the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.4(a) to clause 11.4(g) (inclusive);
 - (i) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
 - (j) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.6 Termination of the Supplier's appointment or any part of the Services under this Contract howsoever arising shall be without prejudice to any accrued rights and remedies of either party under this Agreement.

12. FORCE MAJEURE

- 12.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 12.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

13. OTHER IMPORTANT INFORMATION

- 13.1 The Supplier may at any time transfer, assign, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party. The Supplier shall tell that Customer in writing if this happens and will ensure that the transfer will not affect the Customer's rights under the Contract. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 13.2 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 13.3 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.4 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.5 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.
- 13.6 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.7 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).