



Terms and Conditions

Application and entire agreement

1. These Terms and Conditions apply to the provision of the Services detailed in our estimate (Services), and otherwise, by ADM Glass Ltd, a company registered in England and Wales under number 05536879 whose registered office is at Unit 1, 5 West road, Harlow, Essex, CM20 2BQ (we or us), to the person buying the Services (you).
2. You are deemed to have accepted these terms and conditions when you accept our estimate or from the date of any performance of the Services (which ever happens earlier) and these Terms and Conditions and our estimate (the contract) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by us or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A “business day” means any day other than a Saturday, Sunday or bank holiday.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

Services

7. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with any estimate provided, in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law, regulation or safety requirement, and we will notify you if this is necessary.
8. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the estimate; however, time shall not be of the essence in the performance of our obligations.
9. All of these Terms and Conditions apply to the supply of any goods as well as Services, unless we specify otherwise.



Your obligations

10. You must obtain any permissions, consents, licences or otherwise that we need to complete performance of our obligations under this contract, and must give us access to any and all relevant information, materials, properties and any other matters which we need to provide the Services. 11. If you do not comply with clause 10, we can terminate the Services. 12. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).

Fees

13. The fees (Fees) for the Services are set out in the estimate (or as otherwise communicated), and are on a project value basis.

14. In addition to the Fees, you are liable for: a. reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses; b. the cost of Services provided by third parties and required by us for the performance of the Services, and; c. the cost of any and all relevant information, materials, properties and any other matters which we need to provide the services.

15. You are liable for any additional Services provided by us that are not specified in the estimate which will be chargeable at our then current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 14 also apply to these additional Services.

16. The Fees are inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and amendment

17. We can withdraw, cancel or amend an estimate if it has not been accepted by you, or if provision of the Services has not commenced, within a period of 28 days from the date of the estimate, (unless the estimate has been withdrawn).

18. Either we or you can cancel an order for any reason prior to your acceptance of the estimate.

19. If you want to amend any details of the Services you must tell us in writing as soon as possible. You will be liable for the costs of and occasioned by any such amendments. We will use reasonable endeavours to make any required changes and any additional costs will be included in the Fees and invoiced to you. If such required amendments materially or significantly change the nature or scope of the contract, the choice as to whether the contract proceeds will be ours alone, and in the event that we decide to resile, we will not be regarded as in



20. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change to the Services or how they are provided, we will notify you immediately. You will be liable for the costs of and occasioned by any such amendments. We will use reasonable endeavours to keep any charges incurred by such changes to a minimum.

Payment 21. We will invoice you for the payment of the Fees either: a. When we have completed the Services; or b. On the invoice dates set out in the estimate.

22. You must pay the Fees due within 30 days of the date of our invoice or other wise in accordance with any credit terms agreed between us.

23. Time for payment shall be of the essence of the Contract.

24. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 2.5% per annum above the base lending rate of the Bank of England on the amount outstanding until payment is received in full.

25. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law, and you may not assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.

26. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future Services which have been ordered by, or otherwise arranged with you.

27. Receipts for payment will be issued by us only at your request.

28. All payments must be made in British Pounds unless otherwise agreed in writing between us.

Sub-Contracting and assignment

29. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions, and can subcontract or delegate in any manner any or all of our obligations to any third party.

30. You must not, without prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.



Termination

31. We can terminate the provision of the Services immediately if you:
- a. Commit a material breach of your obligations under these Terms and Conditions; or
 - b. Fail to pay any amount due under the Contract on the due date for payment; or
 - c. Are or become, or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - d. Enter into a “voluntary arrangement”, pursuant to Part 1 of the Insolvency Act 1986, or bring about any other scheme or arrangement with your creditors; or
 - e. Convene any meeting of your creditors, enter into a voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, file any documents (or effect or enable such documents to be filed on your behalf) with the court for the appointment of an administrator in respect of you, give notice of intention to appoint an administrator, or effect or enable such notice to be given on your behalf or by or on behalf of any of your directors or by a qualifying floating charge holder (as defined in para.14 of Schedule B1 of the Insolvency Act 1986), pass or effect or enable a resolution to be passed or petition to be presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings to be commenced relating to your insolvency or possible insolvency.

Intellectual property

32. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Liability and indemnity

33. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.

34. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

35. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the estimate for: a. Any indirect, special or consequential loss, damage, costs, or expenses or; b. Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or claims for indemnity for any o



the above; or other third party claims; or; c. Any failure to perform, or delay in performing, any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or d. Any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; or e. Any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

36. You must indemnify us against all damages, costs, claims and expenses suffered by us arising generally, or from any loss of or damage to any equipment (including that belonging to third parties), caused by you or your agents or employees.

37. Nothing in these Terms and Conditions shall limit or exclude our liability, for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for which it would be unlawful to exclude or limit liability.

Force Majeure (Circumstances beyond a party's control)

38. We will not be liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond our control. If the delay continues for a period of 90 days, we may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

39. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

40. Notices shall be deemed to have been duly given:

- a. When delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient;
- b. When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- c. On the fifth business day following mailing, if mailed by national ordinary mail; or
- d. On the tenth business day following mailing, if mailed by airmail.

41. All notices under these Terms and Conditions must be addressed to the most recent address, email address, or fax number notified to the other party, or otherwise utilised in correspondence.

No waiver

42. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy, nor stop further exercise of any other right, or remedy.

Severance

43. If one or more clause of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provision/s will be deemed severed from the remainder of these Terms and Conditions, which will remain valid and enforceable unless such severance would result in contradiction of the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted. Law and jurisdiction

44. These terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.

NOTES

- * Estimate subject to site survey.
- * All abutments to ceilings, floors and walls are to be prepared prior to site survey.
- * **Staircase & walls to be protected by others.**
- * Manifestations have not been included in the above estimate.
- * Works to be carried out during normal working hours.
- * Glass to be carried to the ground or first floor; or a lift to be available to transport glass to the work area.
- * Carpet tiles/Floor finish to be cut and fitted by others.
- * **It is the responsibility of the customer to ensure that no services are sited where floor springs, bottom closers or trackwork are to be positioned and that the flooring is of suitable structure to accept floor springs.**
- * No allowance for towers or scaffolding has been included in the estimate.
- * Lead time: 7-10 working days after site survey or purchase order to the commencement of work.
- * Plaster Ceilings-If ceiling is not reinforced we will need to cut a hole to allow for a piece of timber to be placed above and screwed into for a secure fixing for our top pivot. Others to make good after work completion.
- * Glazed partitioning incorporates toughened glass as standard. Toughened glass may contain inclusions such as Nickel Sulphide (NiS) which cannot be avoided in the toughening process. ADM Glass do not guarantee toughened glass against spontaneous breakage but recommend the use of heat soaked toughened glass to reduce the risk of spontaneous breakage due to inclusions such as NiS. It is the responsibility of the purchaser to specify heat soaked toughened glass at enquiry stage.
- * Survey is at a cost of £200. If the survey is completed and the order isn't agreed, you will be charged the full amount for the Survey.