

Terms and Conditions

The following terms and conditions apply to all transactions with Toughened Glass Systems.

The company is a UK company with trading address 40 Newton Close, Harrow, HA2 9RS. The company registration number is 09538740. The company VAT number is 235058244. VAT is charged on all UK purchases at the standard rate.

Customers accept that by dealing with the Company they agree to the Terms and that any contract formed with the Company will be a contract under the subject to the laws of England whose courts will have exclusive jurisdiction in the determination of any disputes.

Making A Purchase

The placement of an order indicates your acceptance of these terms and conditions. To order goods you must be at least 18 years of age. We will treat each order for goods as an offer by you to purchase the goods subject to these terms and conditions.

Description of Goods & Tolerances

As all the products that we sell are of a technical nature it is not practical to publish detailed specifications of all the products. All images, descriptive matter, specifications and advertising on our website are for the sole purpose of giving an approximate description of the goods and are intended as a guide only. We do not accept responsibility for any preparation work based on such specifications. We offer supply and deliver or supply and install services based on customer requirements and can recommend glass specifications for a particular purpose but checking compliance with building regulations and confirming structural calculations is the clients/architects responsibility. We endeavour to ensure product descriptions are correct but there may be some colour deviance and small deviances in size tolerance while in the production process which are considered acceptable manufacturing tolerances and these are outlined below –

All glass products including glass splashbacks and mirrors can have a deviance + / - 2mm

Fitting your products and ensuring they are fit for purpose

Fixings need to be purchased separately unless specified clearly in our offering. It is your responsibility to ensure the fixings you purchase are suitable for purpose. We recommend that for certain products especially larger, heavier items that you please seek professional advice from a qualified source prior to ordering to ensure that the items are fit for purpose.

We accept no responsibility at all in respect of whether your walls are suitable or the products application is appropriate for use it is intended. It is the responsibility of the customer to ensure issues such as access; size, weight, properties, hanging and fitting are suitable.

We strongly advise that you do not firmly schedule any installation work until full receipt of your goods.

Toughened Glass Systems will not be liable or accept any charges relating to costs resulting from a late, incorrect or damaged delivery.

Acceptance of your order

If goods are ordered after 10.00am on a weekday, over the weekend or on a bank holiday the order date is taken as the following working day for delivery purposes. If a delivery would normally fall due over the Christmas shut down period the delivery period may be extended to a later date. After completion of your order please check your proforma invoice and ensure that all the details are correct. If you are in any doubt please contact us immediately via email or telephone.

Payment and Price

We are entitled to make adjustments to the price to take account of any increase in our supplier's prices or the imposition of any taxes or duties, or if due to an error or omission the price published for the goods is wrong whether or not the order has been confirmed. On the order you must provide us with your exact delivery address and a contact telephone number. Incorrect information will cause a delay in processing your order. Your order will only be processed once payment has been properly received.

The total price payable for the goods will be stipulated at the time you place your order whether or not the order has been confirmed. All prices are subject to VAT but exclusive of delivery charges which will be payable as indicated at the time of placing your order, unless stated otherwise.

If an error or inaccuracy is discovered with regards to the price of the goods that you have ordered, we will contact you as soon as possible by e-mail. This will be to inform you of the correct price of the goods, and to ask you if you wish to continue with the order at the amended price, or to cancel the order altogether.

In the event invoices are not cleared on time as agreed at the outset 10% interest will be charged on the balance per day until full payment is made. Invoices submitted by Toughened Glass Systems should be paid on receipt.

Availability of Goods

All products and services are subject to availability and may be withdrawn at any time. If we do not supply the goods for any reason we will not charge you for these and we will refund any money already paid for them.

Deliveries

We offer delivery to mainland UK for most of our mirror and glass products. It is with regret we cannot deliver larger items to certain locations due to our couriers weight restrictions; you will be advised of this prior to making payment or refunded if payment has already been made.

We pride ourselves on our ability to offer fast turnaround times from placing an order to delivering the goods.

When placing an order your delivery times will be clearly advised as all products have different delivery methods and are despatched from various locations throughout UK. We aim for all orders to be delivered within 3 - 15

working days of the order being placed, although some bespoke products may take longer. Orders received on weekends or public holidays will be processed the next working day. We use a fragile goods delivery specialist and you will be notified of an expected delivery date once the order has been processed. People will need to be made available on site by the client to off load the goods as deliver driver will be alone. Any time or date for delivery stated by the Company shall be treated as an estimate only. No liability can be accepted by the Company for failure to deliver within any specific time period. Please note we cannot accept responsibility for delivery delays due to adverse weather conditions, abnormal traffic restrictions or unforeseen circumstances. The Company shall not be liable for any loss or damage whatsoever (including consequential loss or loss of profit) arising directly or indirectly from any delay in the delivery of all or any of the goods howsoever caused. When placing your order, please ensure that you have included the full delivery address details, including an accurate postcode of the delivery address and your daytime contact telephone number(s) and an up to date email address so that we can notify you of dispatch and delivery date and in the event of a delivery problem. If you have any special requirements or believe access to your address may be difficult for a delivery then please contact us.

Other Delivery Information

Our specialist courier company drivers will need your assistance in getting large items to your property. Please notify us as soon as possible if this will be a problem. The drivers are not permitted to carry your order up stairs and our contract is to deliver the item to the address and products should be off loaded with the assistance of the customer.

PLEASE NOTE: Kerbside DELIVERY ONLY with clients support in off loading.

Cancelling your order

We will attempt to cancel the order if manufacturing hasn't commenced, however if the manufacturing process cannot be stopped in time or before delivery of the goods we will not be able to issue a refund. As all items are custom made, once the manufacturing process has commenced, no cancellations can be processed.

PLEASE NOTE ANY BESPOKE ORDERS CANNOT BE CANCELLED ONCE PRODUCTION HAS STARTED. IN SUCH INSTANCES WE WILL CHARGE FOR ANY MATERIALS OR LABOUR APPLIED TO COVER COSTS.

Failed installations

In the event that our installation teams arrive at your premises and cannot complete the works they will leave the products on site and in the event the failed installation is for any one of the following reasons the customer will only be reimbursed 50% of the installation charge for that particular day (these charges are to cover the costs for our wasted time on site, fuel and travel time.)

- Incorrect measurements supplied by the customer
- No power or suitable lighting to work safely is available
- There is a health and safety risk that cannot be resolved while at site
- Walls or floors are not in a suitable condition and remedial building work is required
- Lack of safe access or safe parking / loading conditions
- Failure by a customer to arrive to site at the agreed times

Damaged / Missing Goods/ Delivery

You must reject delivery and notify us of any damage within 24 hours of the delivery. If the delivery is accepted and we are not notified of damage within 24 hours we can not accept your claim.

If an item on a delivery is damaged, make a note of the damaged item on the delivery paperwork and contact us with the details. Do not refuse the full delivery unless every item is damaged. If you refuse a delivery with any undamaged items on it you will be charged for the return and the redelivery of those items. If delivery is attempted and nobody is at the property to accept delivery then there will be a re-delivery charge.

Risk

As soon as we have delivered the goods you will be responsible for them. From the time of receipted delivery of the goods, any loss or damage to the goods shall be at your own risk.

Privacy Policy

Toughened Glass Systems do not disclose buyers' information to third parties other than when order details are processed as part of the order fulfilment. In this case, the third party will not disclose any of the details to any other third party.

Force Majeure

In the event that the Company is prevented from carrying out its obligations as a result of any cause beyond its control such as - but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods, the Company shall be relieved of its obligations and liabilities for as long as such fulfilment is prevented.

The Company's Liability

The Company shall under no circumstances whatsoever be liable for any indirect or consequential loss howsoever caused. The Company's liability in respect of breach or non-performance of any order shall be limited to the invoiced value to which the claim relates. Goods are not tested or sold as fit for any particular purposes or for use under any specific conditions. Subject as expressly provided in these Terms and Conditions, and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by

these Terms and Conditions.

Copyright

The copyright of all material and images on the companies web site remains the property of Toughened Glass Systems. We aim to make our web site as accurate as possible. If there is an error we will aim to take action to alleviate any problems as soon as possible. In the event the products or information we provide results in property, physical, or other harm, we assume no liability.

Changes to This Agreement

Toughened Glass Systems reserves the right to make changes to our site, policies, and these terms and conditions at any time. If any of these conditions shall be deemed invalid, void, or for any reason unforeseen, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Data protection act:

Toughened Glass Systems complies with the rule of the data protection act. Any information that you give to us will only be used by Toughened Glass Systems except where it is necessary to pass on the third parties for processing your order. Payment online is via a secure site. We do not hold your credit card details for future transactions. From time to time we may use your information to contact you for marketing purposes. We may also use information you give us to customize the website to your interests.