

TERMS AND CONDITIONS OF SALE

1. Definitions

“Buyer”	is the person, organisation or company who buys or agrees to buy the Goods and/or Services from the Seller.
“Business”	means a Buyer who is an organisation or a company who buys or agrees to buy the Goods and/or Services from the Seller.
“Business Day”	means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
“Business Hours”	the period from 9.00 am to 5.00 pm on any Business Day.
“Conditions”	these terms and conditions, as amended from time to time.
“Consumer”	means an individual Buyer acting outside the context of a trade, business or profession who buys or agrees to buy the Goods and/or Services from the Seller.
“Contract”	the contract between the Seller and the Buyer for the supply of Goods and/or Services in accordance with these Conditions.
“Goods”	the goods (or any part of them) set out in the Order.
“Order”	the order placed by the Buyer for the supply of Goods and/or Services, as specifically referenced in the Order Confirmation sent by the Seller.
“Seller”	is Glasdon U.K Limited registered in England and Wales with Company Number 02160576.
“Services”	are the services supplied by the Seller to the Buyer as set out in the Order.
“Specification”	means any specification for the Goods and/or Services including any related plans and drawings, that is agreed in Writing by the Seller and Buyer.
“Writing”	means postal correspondence, or email.

2. Information about the Seller and Buyer’s status

- 2.1 www.glasdon.com is a website operated by the Seller, who is registered in England and Wales, with its registered office at Glasdon House, Preston New Road, Blackpool, Lancashire FY4 4WA.
- 2.2 By placing an Order through the Seller’s website, the Buyer warrants that:
- they are legally capable of entering into binding contracts, whether on their own behalf or on behalf of their organisation or company; and
 - they are at least 18 years old.

3. Basis of Contract

- 3.1 All Orders are subject to acceptance by the Seller, who will confirm such acceptance to the Buyer via email. The Contract will only be formed when the Seller sends the Buyer a confirmation email (“**Order Confirmation**”). Please note that the Buyer may in some circumstances received an electronic acknowledgement after sending a potential Order; this will apply in particular where potential Orders have been sent through the Seller’s website or through Amazon or eBay. Such electronic acknowledgements **DO NOT** constitute an acceptance by the Seller and the Order is only accepted when the Seller sends the Order Confirmation.
- 3.2 The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

- 3.3 The Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Seller in accordance with these Conditions. The Buyer will also be subject to the terms and conditions of any online payment gateway or service that they may use to place an Order through the Seller's website.
- 3.4 The Buyer warrants and undertakes to the Seller that it has the legal right to use any information and/or documents (including any intellectual property rights) provided or supplied by the Buyer to the Seller, and agrees to indemnify the Seller and keep the Seller indemnified against any claims, costs, awards, damages, interest, penalties, expenses, and losses (which includes but is not limited to both direct and indirect loss suffered by the Seller including loss of profit) arising out of, whether directly or indirectly, the Buyer's breach of any intellectual property rights in any such information and/or documents. This clause shall survive termination of the Contract.
- 3.5 These Conditions apply to the Contract at the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4. Goods and Services

- 4.1 The images of the Goods on the seller's website are for illustrative purposes only. Although the seller has made every effort to display the colours accurately, we cannot guarantee that your computer's or electronic devices display of the colours accurately reflect the colour of the Goods. The colour of your Goods may vary slightly from those images.
- 4.2 The packaging of your Goods may vary from that shown on images on our site.
- 4.3 The Seller reserves the right to make any changes to the Specification of the Goods and/or Services which are required to conform to any applicable statutory requirements (including EU requirements) and/or recommended practice, or which do not materially affect the quality or performance of the Goods and/or Services.
- 4.4 If the Buyer requests any changes to the Specification, Goods and/or Services, the Seller shall, within a reasonable time, provide a written estimate to the Buyer of:
- (a) the likely time required to implement the change;
 - (b) any variations to the Seller's charges, included but not limited to the price, arising from the change; and
 - (c) any other impact of the change on the terms of the Contract.

5. Prices and Payments

- 5.1 The price of the Goods and/or Services shall be as quoted on the Seller's website from time to time.
- 5.2 The Seller's website contains a large number of Good and/or Services, and it is always possible that, despite the Seller's best efforts, some of the Goods and/or Services listed may be incorrectly priced. The Seller is under no obligation to provide Goods and/or Services at an incorrect (lower) price, even after it has sent a confirmation of Order email to the Buyer.
- 5.3 Save where the Seller has specifically agreed otherwise in Writing payments for all Goods and/or Services must be made at the time the Order is placed, by credit or debit card. All prices quoted by the Seller are expressed in Pounds Sterling and are exclusive of Value Added Tax, which will be charged at the prevailing rate at the time of delivery.
- 5.4 The prices for the Goods do not include delivery charges. Unless otherwise stated, delivery is free of charge where an Order is in excess of £250 and the Goods are delivered to mainland UK and Northern Ireland. Delivery charges will apply to all Goods delivered outside mainland UK and Northern Ireland and for all Orders of £250 or less. Our current delivery charges can be found at <https://uk.glasdon.com/delivery-of-your-glasdon-products>

- 5.5. The Seller reserves the right to adjust its prices from time to time, although this will not affect the price of Goods and/or Services ordered prior to the new price adjustments.
- 5.6. The Seller may invoice the Buyer for the Goods and/or Services supplied following delivery of the Goods and/or completion of the Services (unless stopped from completing the Services, whether as a result of termination of the Contract or otherwise, in which case the Seller shall be entitled to invoice the Buyer for any works completed and associated costs up to the point of termination or any other event restricting the Seller from completing the Services). Time shall be of the essence in respect of payment.
- 5.7. Save where the Seller has agreed in writing that the Buyer may benefit from a credit account facility, the Seller's payment terms are strictly 30 days from the date of the invoice, unless otherwise agreed in Writing.
- 5.8. Without limiting any other right or remedy of the Seller, if the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment, the Seller reserves the right to charge interest at either:
- (a) a rate of 4% above the Bank of England base rate from time to time until such payment is received, irrespective of any other action taken in order to obtain satisfactory settlement of sums due; or
 - (b) at a rate determined under the Late Payment of Commercial Debts (Interest) Act 1998 until such payment is received, irrespective of any other action taken in order to obtain satisfactory settlement of sums due.
- 5.9. The Seller also reserves the right to charge the Buyer all costs, overheads and expenses incurred in recovering, or attempting to recover, any overdue or unpaid debt.
- 5.10. All sums payable to the Seller under the Contract shall become due immediately on its termination, notwithstanding any other provision.
- 5.11. The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding, except as required by law, and the Buyer shall not be entitled to assert any credit, set off or counterclaim against the Seller in order to justify withholding payment of any such amount, in whole or in part.
- 5.12. Without limiting its other rights or remedies, the Seller shall have the right to suspend the supply of Services, production of the Goods or all further deliveries of Goods under the Contract or any other contract between the Seller (and any of its associated companies) and the Buyer, if the Buyer fails to make payment of any amount due under the Contract on the due date for payment.
- 6. Delivery**
- 6.1. The Seller may (but is not obliged) to contact the Buyer prior to delivery with an estimated delivery date.
- 6.2. The Seller shall deliver the Goods to the location as set out in the Order (as agreed by the Seller) or such other location as the parties may agree ("**Delivery Location**"). Delivery of the Goods shall be deemed to be completed on the earlier of (i) arrival at the delivery location (Delivery Location to be confirmed by the Buyer at the time of Order placement) or (ii) the Seller putting the Order in storage in accordance with clause 5.5. Please note that the Seller will not transport or move the Goods to any usage point or other location once they have been unloaded.
- 6.3. Any time or date of delivery stated in the Order or advised by the Seller by the Seller is an **estimate only** and time of delivery is not of the essence. The Seller will however contact the Buyer to advise them if there is likely to be a delay, where possible. The Seller shall not be liable for any delay in delivery of the Goods if it is caused by any event beyond its reasonable control, or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 6.4. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by any event beyond its reasonable control, or the Buyer's failure to provide the Seller with adequate delivery instructions or any other relevant instructions relating to the supply of the Goods.
- 6.5. If the Buyer fails to accept or take delivery of the Goods within 10 days of the Seller notifying the Buyer that the Goods are ready for delivery, then except where such failure of delivery is due to any event beyond the reasonable control of the Buyer, or due to the Seller's failure to comply with its obligations under the Contract, the Seller shall be entitled to store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).
- 6.6. If 2 months after the Seller notified the Buyer that the Goods were ready for delivery the Buyer had not accepted or taken delivery of them, the Seller may resell or otherwise dispose of part or whole of the Goods.

7. Consumer Rights

This clause 7 only applies if the Buyer is a Consumer.

- 7.1. If the Buyer is a Consumer, the Buyer has a legal right to cancel a Contract during the period set out below in clause 7.2. This means that from the date of Order up to delivery of the Goods, if the Buyer changes its mind or decides for any other reason that it does not want to receive or keep the Goods, it can notify the Seller of its decision to cancel the Contract and receive a refund.
- 7.2. This cancellation right does not apply in the case of any Goods which have been made to the Buyer's Specification, which become mixed inseparably with other items after their delivery or which are personalised.
- 7.3. The legal right to cancel a Contract starts from the date of the Order Confirmation. The deadline for cancelling the Contract then depends on what the Buyer has ordered and how it is delivered, as set out in the table below:

The Contract	End of the cancellation period
The Contract is for a single Good (which is not delivered in instalments on separate days).	The end date is the end of 14 days after the day on which the Buyer receives the Goods. Example: if the Seller provides the Buyer with an Order Confirmation on 1 January and the Buyer receives the Goods on 10 January the Buyer may cancel at any time between 1 January and the end of the day on 24 January.
The Contract is for either of the following: <ul style="list-style-type: none"> one category of Goods which is delivered in instalments on separate days. multiple Goods which are delivered on separate days. 	The end date is 14 days after the day on which the Buyer receives the last instalment of the Goods or the last of the separate Goods ordered. Example: if the Seller provides you with an Order Confirmation on 1 January and the Buyer receives the first instalment of Goods or the first of the separate Goods on 10 January and the last instalment or last separate Goods on 15 January the Buyer may cancel in respect of all instalments and any or all of the separate Goods at any time between 1 January and the end of the day on 29 January.
The Contract is for the regular delivery of the same category of	The end date is 14 days after the day on which the Buyer receives the first delivery of the Goods.

<p>Goods over a set period.</p>	<p>Example: if the Seller provides you with an Order Confirmation on 1 January in respect of Goods to be delivered at regular intervals over a year and the Buyer receives the first delivery of Goods on 10 January, the Buyer may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all Goods to arrive during the year.</p>
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- 7.4. To cancel a contract the Buyer must email the seller at enquiries@glasdon-uk.co.uk or contact the Seller's Customer Services team by telephone on 01253 600414 or send a letter by post to Glasdon UK Ltd, Preston New Road. Blackpool FY4 4UL. If the Buyer is e-mailing or writing to the Seller it should include details of the Order to help identify it.
- 7.5. If the Buyer sends the cancellation notice by e-mail or by post, then the cancellation is effective from the date the Buyer sends the e-mail or posts the letter to the Seller. For example, the Buyer will have given the Seller notice in time as long as it gets such letter into the last post on the last day of the cancellation period or e-mails the Seller before midnight on that day.
- 7.6. If the Buyer cancels the Contract the Seller will:
- (a) refund the price paid for the Goods. The Seller is permitted by law to reduce such refund to reflect any reduction in the value of the Goods, if this has been caused by the Buyer handling them inappropriately. If the Seller refunds the price paid before it is able to inspect the Goods and later discover the Buyer has handled them in an unacceptable way, the Buyer must pay the Seller an appropriate amount;
 - (b) refund any delivery costs paid at the Seller's discretion. The maximum refund will be the costs of delivery by the least expensive delivery method offered by the Seller (provided that this is a common and generally acceptable method). For example, if the Seller offers delivery of Goods within 3-5 days at one cost but the Buyer chooses to have the Goods delivered within 24 hours at a higher cost, then the Seller will only refund what the Buyer would have paid for the cheaper delivery option; and
 - (c) make any refunds due to the Buyer as soon as possible and in any event within the deadlines indicated below:
 - (i) if the Buyer has received the Goods and the Seller has not offered to collect it from the Buyer: 14 days after the day on which the Seller receives the Goods back from the Buyer or, if earlier, the day on which the Buyer provides the Seller with evidence that it has sent the Goods back to the Seller; or
 - (ii) if the Buyer has not received the Goods or has received them and the Seller has offered to collect the Goods from the Buyer: 14 days after the Buyer informs the Seller of its decision to cancel the Contract.
- 7.7. If the Buyer has returned the Goods to the Seller under this clause 7 because they are faulty or mis-described, the Seller will refund the price of the Goods in full, together with any applicable delivery charges, and any reasonable costs the Buyer incurs in returning such faulty or mis-described Goods to the Seller.
- 7.8. The Seller will refund the Buyer on the credit card or debit card used by the Buyer to pay. If the Buyer used vouchers and or discount codes to pay for the Goods, the Seller will refund the Buyer in the same method used to purchase the Goods.
- 7.9. If the Goods have been delivered to the Buyer before the Buyer decides to cancel the Contract:

- (a) then the Buyer must return them to the Seller without undue delay and in any event not later than 14 days after the day on which the Buyer lets the Seller know that it wishes to cancel the Contract. The Buyer can either send them back or hand it to the Seller's authorised carrier by prior arrangement confirmed in writing by the Seller.
- (b) unless the Goods are faulty or not as described (in this case, see clause 7.6), the Buyer will be responsible for the cost of returning the Goods to the Seller. If the Goods are such which cannot be returned by post, the Seller estimates that if the Buyer uses the carrier which delivered the Goods to the Buyer, these costs should not exceed the sums the Seller charged the Buyer for delivery. If the Seller has offered to collect the Goods from the Buyer, the Seller will charge the Buyer the direct cost to the Seller of collection. The Seller's charges will be advised and this is dependent on the type and quantity of Goods and the location from which they are to be collected.

7.10. The Seller is under a legal duty to supply Goods that are in conformity with this Contract. As a Consumer, the Buyer has legal rights in relation to Goods that are faulty or not as described. These legal rights are not affected by the right of return and refund in this clause 7 or anything else in these Conditions.

8. Warranty

8.1. The Seller warrants that on delivery, and for a period of 5 years from the date of delivery (**Warranty Period**), the Goods shall:

- (a) conform in all material respects with their description and any applicable Specification; and
- (b) be free from material defects in design, material and workmanship;

8.2. Subject to clauses 8.3, 8.4 and 8.5:

- (a) if the Buyer gives notice to Seller by telephone on 01253 600414 or enquiries@glasdon-uk.co.uk during the Warranty Period, and within a reasonable time of discovery, that some or all of the Goods do not comply with the warranty set out in clause 8.1; and
- (b) the Seller is given a reasonable opportunity to examine the Goods

the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full (or in the case of a Buyer who is contracting as a Consumer, decide themselves whether they would like a repair, replacement or refund).

8.3. The Buyer must:-

- (a) comply with all the Seller's reasonable requests in relation to the Goods including, without limitation, promptly providing full details of any fault and cooperating with the Seller to assist it to determine and resolve the fault;
- (b) promptly return the Goods to the Seller (at the Buyer's cost) if requested to do so;
- (c) cease using any defective Goods immediately it becomes aware of such defect;
- (d) provide the original (and dated) proof of purchase of the relevant Goods to the Seller upon request; and
- (e) where Goods have been damaged in transit prior to delivery, notify the Seller as soon as possible and (where the Buyer is not a Consumer) not later than 24 hours after delivery.

8.4. The Seller shall not be liable for the Goods' failure to comply with the Warranty in clause 8.1 if:

- (a) a defect arises because the Buyer fails to follow the Seller's oral or written instructions as to storage, installation, use or maintenance of the Goods, or if there are none, good trade practice;
- (b) a defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer;

- (c) the Buyer notifies the Seller after the expiration of the Warranty Period (in relation to which time is of the essence);
- (d) the defect relates to materials the Buyer asked the Seller to incorporate or to finishes the Buyer requested which are not part of the Seller's standard product;
- (e) the Buyer makes further use of the Goods after becoming aware of any defect;
- (f) the Buyer alters or repairs such Goods without the written consent of the Seller; and/or
- (g) a defect arises as a result of misuse, abuse, neglect, vandalism, accident, improper installation, fair wear and tear, wilful damage, negligence or abnormal working conditions (and to the extent this is not caused directly by the Seller)

- 8.5. Except as provided in this clause 8, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the Warranty set out in clause 8.1.
- 8.6. The Seller shall provide the Services to the Buyer in accordance with any applicable specification in all material respects.
- 8.7. The Seller shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be an estimate only, and time shall not be of the essence for the performance of the Services.
- 8.8. The Seller shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirements, or which do not materially affect the nature or quality of the Services, and the Seller shall notify the Buyer in any such event.
- 8.9. The Seller warrants to the Buyer that the Services will be provided using reasonable care and skill.
- 8.10. If the Buyer is contracting as a Consumer, the warranties set out in this clause are in addition to their legal rights in relation to Goods which are faulty or which otherwise do not conform with these Conditions.
- 8.11. If the Buyer is not contracting as a Consumer then the warranties, rights and remedies set out in this clause 8 constitute (subject to clause 10 of these Conditions) the entire and exclusive rights and remedies available to the Buyer in relation to the matters set out and described in this clause 8.

9. Title and Risk

The Risk in the Goods passes to the Buyer upon delivery. Title to the Goods remains vested in the Seller until such time as the Seller has received payment in full for the Goods.

10. Termination

- 10.1. Without limiting its other rights and remedies, each party may terminate the Contract with immediate effect by giving notice in Writing to the other party if the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or a petition is filed for their winding up, or an administrator is appointed over them, or they suspend, cease or threaten to suspend or cease to carry on all or a substantial part of their business, or being an individual is the subject of a bankruptcy order or petition.
- 10.2. Without limiting its other rights and remedies, the Seller may terminate the Contract with immediate effect by giving notice in Writing to the Buyer if the Buyer fails to pay any amounts due to the Seller under the Contract by the due date for payment.

11. Limitation of Liability - Businesses

This clause 11 shall only apply if the Buyer is a Business.

- 11.1. Nothing in these Conditions shall limit or exclude the Seller's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of any terms implied by section 12 of the Sale of Goods Act 1979, or section 2 of the Supply of Goods and Services Act 1982.

11.2. Subject to clause 11, the Seller shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract.

11.3. Subject to clause 11.1, the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract caused by the Seller, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price of the Order.

11.4. Except as set out in these Conditions, all warranties, conditions or other terms implied by statute or common law, are to the fullest extent permitted by law, excluded from the Contract.

12. Limitation of Liability – Consumers

This clause 12 shall only apply if the Buyer is a Consumer.

12.1. If the Seller fails to comply with these Conditions, it will be responsible for loss or damage suffered by the Buyer that is a foreseeable result of such breach of these Conditions or the Seller's negligence, but the Seller will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of such breach or if it was contemplated by the Seller and the Buyer at the time they entered into the Contract.

12.2. The Buyer agrees not to use the product for any commercial, business or resale purposes, and the Seller shall have no liability to the Buyer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.3. Nothing in these Conditions shall limit or exclude the Seller's liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples);
- (e) defective products under the Consumer Protection Act 1987; and
- (f) any other breach or liability which cannot lawfully be limited or excluded.

13. General

13.1. So long as the Buyer is not a Consumer the Seller may refer to the Buyer as being a client of the Seller in customer reference lists and sales presentations and is hereby granted a non-exclusive licence to use the Buyer's logo (whether trademarked or not) for such purposes. So long as the Buyer is not a Consumer the Seller may refer to the Buyer in any general advertising or press release without the prior written consent of the Buyer.

13.2. The Seller shall not be liable to the Buyer for any delay or failure to perform its obligations under the Contract arising as a result of an event beyond its reasonable control. If such event prevents the Seller from providing any of the Goods and/or Services for more than 8 weeks, then either party shall have the right to terminate the Contract immediately by written notice to the other.

- 13.3. Neither party shall at any time disclose to any person any confidential information concerning the business or affairs of the other party, except to those of its employees, agents, or sub contractors as need to know such information for the purpose of meeting its obligations under the Contract, and that party shall ensure that such employees, agents, and sub contractors are subject to the obligations of confidentiality set out in this clause. This clause shall survive termination of the Contract.
- 13.4. The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 13.5. Any notice required to be given to a party in connection with the Contract shall be in Writing, and shall be delivered the other party personally, sent by pre-paid first class post or recorded delivery to the address as set out in the Order or sent by email to the addresses as set out in the Order Confirmation. Any notice shall be deemed to have been received if delivered personally when left at such address, sent by pre-paid first class post or recorded delivery, on the second Business Day after posting, if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 13.6. The Seller may at any time assign, transfer, sub contract, or deal in any other manner with all or any of its rights under the Contract. The Buyer shall not, without the prior written consent of the Seller, assign, transfer, sub contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 13.7. A waiver of any rights under the Contract 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 the 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 preclude or restrict its further exercise.
- 13.8. If a court, or other competent authority, finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 13.9. Any person who is not a party to the Contract shall not have any right under or in connection with it.
- 13.10. Any variation to the Contract shall only be binding if agreed in Writing between the parties.
- 13.11. This Contract, 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 English Law, and all parties consent to the exclusive jurisdiction of the English Courts in all matters regarding it.