



Terms & Conditions - Glaves Fabricated Limited

1.0 Definitions

For the purpose of this document, the following terms shall have the meanings assigned to them in this contract:

- 1.1 "Contract" means a formal agreement between the Company and the Customer by means of;
 - a The signing of a Contract.
 - b Agreement of a start date.
 - c Payment of a deposit.
 - d Payment in full.
 - e Requesting the Company to commence works either verbally or formally in writing.
- 1.2 "Customer/You" means the purchaser of goods.
- 1.3 "Company/We/Us/Our" will be used in describing;

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Albert Works
Sheffield S3 9PP

Company Reg: 12777956
Web: www.glavesfabricated.co.uk
Email: info@glavesfabricated.co.uk
Tel: +44 7869393838
- 1.4 "Goods" means any products sold by Us.
- 1.5 "Bespoke Goods" means products made AND/OR customised to order, sold by Us.

2.0 Specification of Goods / Bespoke Goods

- 2.1 The Company will make up the goods in accordance with such specification as is agreed with the Customer. In the event that no written specification is agreed the Company's notes of your instructions will be conclusive as to what the Company is required to carry out.
- 2.2 The Company reserves the right to make such necessary changes to the specification or notes as are necessary to ensure best manufacturing practice and good functionality.
- 2.3 When placing an order for Bespoke Goods, it is the Customers responsibility to ensure that all information, provide to the Company, is correct, accurate, and complete. The Company shall not accept the return of any Bespoke Goods where a return is a result of a failure to provide accurate information on specification. The Customers legal rights shall not be affected by this.
- 2.4 Where the Company are provided incorrect or incomplete information, it is the responsibility of the Customer to make contact and correct the information provided. Where the Company has begun production there may be additions fees as outlined in clause 3.4.
- 2.5 Where an order cannot be processed due to incorrect or incomplete information, the Company shall contact the Customer and request additional information / clarification. Where the information is not provided within a reasonable time of request, this may result in the cancellation and / or delay of the order. Any costs incurred as a result of incorrect or incomplete information, may be passed to the Customer.
- 2.6 Imagery used within brochures, visualisation applications and/or on Our website are for illustrative purposes only. Efforts have been made to display the colours and information accurately, it cannot be guaranteed that a device's display of colours and/or printed pictures accurately reflect the colour of the products. Products provided may vary slightly from those images.

3.0 Payment

- 3.1 Interim applications shall be issued through means of Invoice. The due date for payment shall be outlined within the invoice.
- 3.2 The Company may require a deposit payment from the Customer before proceeding with works under the Contract. Any balances shall be paid upon completion, delivery or collection.
- 3.3 The Company shall be entitled to invoice when the goods are available for delivery. Inclusive of part orders where appropriate.
- 3.4 In addition to any quoted price, the Company shall be entitled to invoice for extra works arising from the Customers requirements. This may include the Company's hourly rates, the costs of any extra materials involved within the extra works, shipping fees and the Company's normal markup.
- 3.5 The Company reserves the right to cancel and withdraw credit accounts at any time.
- 3.6 Credit facilities are available at the Company's discretion.

4.0 Late Payment

- 4.1 The Company reserves the right to a charge statutory interest fee - this is 8% plus the Bank of England base rate for the total invoice, once the invoice is over 60 days late from the agreed terms. For more information, please see below link.
- 4.2 <https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt>

5.0 Payment methods

- 5.1 We accept Cash.
- 5.2 We accept PayPal.
- 5.3 We accept Bank Transfer / BACS.
- 5.4 We do not accept cheques.

6.0 Delivery

- 6.1 Delivery of Goods / Bespoke Goods shall be deemed to have taken place when the products have been fully unloaded and / or installed at the address provided to the Company.
- 6.2 Delivery dates stated by the Company are not guaranteed and are to be used as a guide only. Where delivery time is not met, the Customer is not entitled to refuse payment, or compensation for late delivery.
- 6.3 If the Customer delays or refuses delivery, the Company is entitled to the payment of Goods / Bespoke Goods, and may charge for storage or redelivery.
- 6.4 The Company are entitled, but not obliged, to dispose of any products after one month from offering delivery. The Customer shall remain liable for the price, less any net recovery on disposal.
- 6.5 If the Customer delays delivery / collection / installation, for an unreasonable amount of time, The Company reserves the right to charge a storage fee, charged at 8% of the total invoice value, per month of storage.

- 6.6 Any damages must be made known to the Company within 2 days of receipt of the Goods / Bespoke Goods. Signing as 'not checked' will not suffice if the Goods are damaged. Failure to notify the Company within this time will mean the Company will not be liable for the damage.

7.0 Online Ecommerce Sales

- 7.1 The Company are not responsible for any customs and taxes applied to your order after checkout. All fees imposed during or after shipping are the responsibility of the customer (tariffs, taxes, etc.).
- 7.2 If Your order arrives damaged, please take photos of the damage and the packaging, and send it to Us via email at info@glavesfabricated.co.uk to arrange a replacement.
- 7.3 Any damages must be made known to the Company within 2 days of receipt of the Goods / Bespoke Goods. Signing as 'not checked' will not suffice if the Goods are damaged. Failure to notify the Company within this time will mean the Company will not be liable for the damage
- 7.4 Unless otherwise requested, deliveries will be made weekdays between 9am - 6pm. It is not possible to specify a time

8.0 Return of goods and Consumer Contracts Regulations (formerly Distance Selling Regulations)

- 8.1 The Company complies with the Consumer Contracts Regulations. As a consumer, if you wish to cancel and return a stock item you can do so within 14 days from the day you receive the goods. Items must be returned at your own cost and in re-saleable condition for a full refund.
- 8.2 For business-to-business contracts, which are not covered by the Consumer Contracts Regulations. We reserve the right to charge a restocking fee and the return & refund of Goods / Bespoke Goods is at the Company's discretion.

9.0 Risk & Title

- 9.1 The risk in the Goods / Bespoke Goods shall pass to the Customer on completion of delivery.
- 9.2 Title to the Goods shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds).