



Splashbacks of Distinction
Specialists in coloured and designer glass

TERMS AND CONDITIONS

These are Terms and Conditions of Business set out by Splashbacks of Distinction. Splashbacks of Distinction is the trading name of RDC Glass Ltd who is the contacting part of this Agreement (“The Company”) and the Order set out the entire agreement between you (“the Customer”) and by Splashbacks of Distinction. Please read these terms carefully. Full or deposit payments received for the order shall constitute acceptance of these terms.

CORONA VIRUS UPDATE

In this unprecedented time, it has never been more important for businesses to communicate effectively with their customers, staff and suppliers. Things are changing hour by hour and with each change comes a new demand for complex communications about COVID-19.

Splashbacks of Distinction continue to operate during these unprecedented times, however, we recognise and respectfully ask our customers to recognise and acknowledge that certain conditions set out in these terms and conditions could possibly change owing to the current pandemic. Any potential changes supersede our stated terms and conditions, but do not affect your existing statutory rights. Unfortunately, some aspects of our business, be it the way we operate on a daily basis, or turnaround times for production, delivery and fitting services may be impacted by the challenges we must all face at present. Any changes to our usual service, as frustrating as they can be, are sadly out of our control.

For example, at present we cannot guarantee template and installation dates and once an order has been put into production, we will not be in a position to offer any refund of monies already paid. In essence, the majority of changes to our terms and condition will centre around the time scales specified for such things as site survey and lead times, delivery and lead times and installation dates.

We sincerely hope to weather this storm and continue to offer our customers the first-class service they have come to expect from us and look forward to resuming an unfettered service as soon as possible. Thank you for your understanding.

1. THE PRODUCT

1.1 The Company agrees to supply (and, where applicable, install), and the Customer agrees to purchase the product(s) set out on the Order (“the Products”) and Agree to our Terms and Conditions.

1.2 The Company reserves the right to slightly change the Products to a similar product in the event that the original Product is unavailable. The Company shall use its reasonable endeavours to inform you of any such substitutions.

2. SITE SURVEY and LEAD TIME

2.1 The Company will use its reasonable endeavours to carry out a Site Survey within seven (7) days of the date it receives a deposit payment. By making a payment you agree to our Terms & Conditions.

2.2 Once the Customer has agreed the Site Survey date a ‘Pre Survey Checklist’ will be sent to the Customer which will need to be signed and returned to us with a minimum of five (5) working days before the agreed Survey date. If the Checklist is not returned to us by the date required the Site Survey will be re scheduled.

2.3 The Company will undertake a survey of the site at which the Customer wishes to have the Products installed. Unless otherwise agreed in writing with the Customer, the Company’s lead-time for the installation of Glass Splashbacks and Mirrors shall be a minimum of fifteen (15) working days, for Printed Splashbacks, Toughened Mirror Splashbacks, Balustrades and Shower Screens will be a minimum of twenty (20) working days, from the date that the successful Site Survey is completed. This may vary during high demand business periods and no liability can be taken if the Products are installed outside of our lead-time.

2.4 At the time of the Site Survey if the template cannot take place the Customer will be liable for a re template fee of two hundred and ten pounds (£175 + VAT).

2.5 A site survey will be offered between Monday and Friday during normal business hours of 8am and 5pm. Visits outside our normal business hours or on a Saturday will need to be pre agreed and may incur an extra fee of ninety pounds (£75 + VAT). Appointment times are given as a guideline only. We endeavour to meet these times but cannot take any liability for late or missed appointments.

2.6 Any cost increases necessitated by the Site Survey are the sole responsibility of, and shall be payable by the Customer

2.7 Extractor units, electrical and telephone points, taps, utensil racks and rails, cabinetry and all fixtures must be fitted or marked before the Site Survey as changes cannot be made to the Product once it has been manufactured. If changes do need to be made the Customer will be liable for a re template fee of two hundred and ten pounds (£175 + VAT), if applicable, and the cost to re manufacture the new product. Installation or delivery times will be affected as we will only install or deliver the whole Order at the same time.

2.8 By confirming the order the customer agrees to pay 50% of the estimated price prior to survey. If the Customer wishes to cancel the order for any reason within 24 hours after the survey has been completed a non-refundable two hundred and ten pounds (£175 + VAT) will be deducted from the deposit and the remaining balance refunded.

2.9 The Consumer Contracts Regulations 2014 states “the supply of goods that are made to the consumer’s specifications or are clearly personalised;” and should be excluded from the Regulations. Due to the bespoke nature of our Services & Products, once the Customer has placed the order it may not be cancelled if the product is custom made to your needs. In the event of cancellation, the Company will retain the Customer’s deposit and the Customer will be liable for the remaining 50% of the order (full payment).

3.0 The Company will not start the manufacturing process or order any goods until a fully completed ‘Site Survey Job Sheet’ has been completed and signed by the Customer. This includes colours, special finishes and optional extras. Lead times may be affected.

3. SITE PREPARATION

3.1 The Customer is solely responsible for ensuring that the site is suitably prepared for installation. In the event that damp or dry rot is detected during the Site Survey the Company recommends that the condition be treated well in advance of the agreed date for delivery and installation of the Product.

3.2. The Company takes no responsibility for any unprepared surfaces resulting in unsatisfactory finish. Painter’s caulk is applied to outer perimeter of the Product for sealing and waterproofing purposes. Seals may vary depending on joinery, walls and worktops being level or plumb.

3.3 Any site preparation that is not adhered to as above on the day of survey or fitting will be charged at the current day rate for that date.

4. DELIVERY and LEAD TIME

4.1 When all Products on the Invoice have been manufactured, the Company will contact the Customer to advise of despatch of goods or arrange a collection date.

4.2 Unless otherwise agreed in writing with the Customer, the Company’s lead-time for the delivery of Glass Splashbacks and Mirrors shall be a minimum of fifteen (15) working days, for Printed Splashbacks, Toughened Mirror Splashbacks, Balustrades and Shower Screens will be a minimum of twenty (20) working days, from the date of the Order. This may vary during high demand business periods and no liability can be taken if the Products are delivered outside of our lead-time.

4.3 The Company excludes any and all liability (to the extent permitted by law) for any costs or damages of any kind (including direct, indirect and consequential losses) arising by late delivery of the Product. The Company shall not be responsible for delays or late delivery caused by circumstances beyond reasonable control.

5. INSTALLATION

When all Products set out on the Order have been manufactured, the Company will contact the Customer and arrange a mutually convenient installation date.

5.1 An installation date will be offered between Monday and Friday during normal business hours of 8am and 5pm. Visits outside normal business hours or on a Saturday will need to be pre agreed and may incur an extra fee of ninety pounds (£75 + VAT).

5.2 The Company will use its reasonable endeavours to install the Product on the agreed date and time and will undertake to notify the Customer within a reasonable and realistic time in the event that the date or time cannot be met. The Company shall not be responsible for delays or late installation caused by circumstances beyond reasonable control.

5.3 The Company accepts no liability for any return visits to complete the installation and no discount / compensation will be offered.

5.4 The Customer must give the Company at least five (5) working day's written notice before the Installation date in the event that the Customer wishes to delay the install of the Product.

5.5 In the event that the Customer wishes to delay installation by more than five (5) working days, the full balance of the value of the Order will become immediately payable. The Company agrees to store such delayed Products, at the Customer's risk, for up to one (1) calendar month from the original installation date. The Company reserves the right to charge storage fees at a daily rate, until such time as the Products are installed.

5.6 In the event that the Customer has not given the required five (5) working day's written notice to change the Installation date the Customer will be charged a re-scheduling fee of two hundred and ten pounds (£175 + VAT).

5.7 Once the Product has been installed we recommend that for Toughened Glass and Toughened Mirrors you refrain from cleaning the glass for 24 hours post installation and that you do not disturb the mastic for 6-8 hours. In addition to this for Untoughened Glass and Mirror splashbacks you refrain from using any electrical or telephone sockets for 24 hours. No liability will be taken once we have left site.

5.8 No defects should be visible from a distance of 1.5 meters or greater when the glass is in its final position. Small defects in the glass that are visible in the distance less than 1.5 meters such as scratches, bubbles and specs in paint are considered normal within the glass industry.

5.9 Up to 3mm tolerances are possible on all sizes due to the nature of glass production. Protrusion tolerance of up to 1.5mm is acceptable due to uneven surface level of walls.

6. INSTALLATION by CUSTOMER

6.1 If the Company is not installing the Product, silicone should be purchased from the Company and installation should be carried out using recommended products and as per our installation guide.

6.2 The Company shall not be responsible for any issues relating to the size or fit of the Product if (a) the Products are ordered without the benefit of a Site Survey by the Company's qualified installers or (b) the Products are installed by unqualified installers.

6.3 Up to 3mm tolerances are possible on all sizes due to the nature of glass production. Protrusion tolerance of up to 1.5mm is acceptable due to uneven surface level of walls.

7. NON-DELIVERY and DEFECTS OR DAMAGE TO PRODUCT(S)

7.1 Any claim for non-delivery of any Product must be notified in writing by the Customer to the Company within 48 hours of the date of the delivery. Any claim that any Product has been delivered damaged, or not of the correct quantity or do not comply with their order must be notified in writing by the Customer to the Company within 48 hours of the delivery date.

7.2 Any alleged defect must be notified in writing by the Customer to the Company within twelve (12) months of the installation of the Product. The Company accepts no responsibility for any damage or shortages to glass on a supply only basis once we have a signed delivery note. It is the Customer's responsibility to check panels on receipt and sign them off. Allowing a third party to take delivery is at the Customers own risk.

7.3 The right to a replacement Product, repair of the Product or a refund as set out in this Clause 7 shall be the Customer's sole and exclusive remedy.

8. COMPLETION OF ORDER

8.1 The Customer's order will be deemed completed when all Products set out on the Order have been delivered or installed. Any Product found to be faulty after delivery or installation will be rectified under the guarantee conditions (clause 11) ("the Guarantee"). For the avoidance of doubt, faulty Product will not constitute incomplete installation.

9. PAYMENT TERMS

9.1 For the Company to Supply the Product and Service to our customer, a 50% deposit of estimated quotation is required to confirm the order. For the Product only a full 100% payment will be required. A Site Survey date, if applicable, will be confirmed once the payment has been received in cleared funds. The Final Invoice amount is based on Site Survey and maybe subject to change.

9.2 When all Products on the Order have been manufactured, the Company will contact the Customer to arrange an installation date. The remaining 50% payment, if applicable, will be due within 7 days of the completed installation.

9.3 In the event of late payment, the Company reserves the right to:

- > Cancel the contract and issue a new contract
- > Charge the Customer interest at the rate equivalent to that set for the purpose of Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998
- > The interest will be calculated (on a daily basis) from the date of our invoice until payment;
- >The interest will be compounded on the first day of each calendar month; and before and after any judgement (unless a court orders otherwise)
- > Failure to complete payment may result in loss of deposit, payment of all costs of materials and non-delivery of the Product;
- >Suspend or cancel future deliveries or outstanding work;
- >Cancel any discount offered to the Customer.
- >If the Customer has an approved business credit account the Company reserves the right to withdraw it or reduce your credit limit or bring forward your due date for payment.
- >The Customer does not have the right to set off any money they may claim from the Company against anything that the customer may owe the Company.
- >While the Customer owes money to the Company, the Company has a right to keep any property the Company may hold of the Customers until payment has been received in full (a lien).
- > If the Customer breaches any of the Customer obligation under these terms, they are to indemnify the Company in full against all direct or indirect expenses and liabilities incurred including legal costs and other related costs on a full indemnity basis.
- >The Customer should note that until the Company receives full payment the Guarantee offered by the Company to the Customer will not come into effect.
- >The Company may take any of the actions in this clause at any time without notice.

10. COLOUR & DESIGN

10.1 All quotations are based on a standard paint finish (unless specified) and any extras for colour matches or special finishes will be charged as an extra cost as stated on our quotation. Due to the variation in the manufacturing of glass as well as the hand-made design of special finishes the sparkle / glitter effects, densities and colours as shown on the colour chart or sample cannot be guaranteed.

10.2 Colours on different screens and materials may look different to the finished product and so if you are looking for a very close match, we recommend requesting a

sample beforehand (for an additional fee). Any samples held by the customer will need to be returned to us before the painting or printing process can take place. This may affect manufacturing times.

10.3 The Company's colour charts are for a guide only and a slight colour variation may occur from the chart to the finished product during the manufacturing process. The Company will use its reasonable endeavours to match as closely as possible the finished product with the colour chart.

10.4 The Company's samples are for a guide only and a slight colour variation may occur from the sample to the finished product during the manufacturing process. The Company will use its reasonable endeavours to match as closely as possible the finished Product with the sample. Any samples held by the customer will need to be returned to us before the painting or printing process can take place. This may affect manufacturing times.

10.5 The Company offers a colour match service for an additional fee. The colour sample / paint name will be sent to a Laboratory for a formula to be created but an exact match cannot be guaranteed. Once this has been completed a sample will be made and sent to the Customer for approval. The Company will use its reasonable endeavours to match as closely as possible the finished Product to the colour match but a slight colour variation may occur during the manufacturing process. The colour match service will affect manufacturing times.

10.6 When ordering printed splashbacks our Graphic Design Team will provide you with a visual design and layout of the glass which we ask for approval before proceeding with the order. We allow for a maximum of 3 proofs per order and any additional proofs will be charged at eighteen pounds (£15 + VAT) each.

10.7 On installation of the splashbacks please be aware that due to the different sizes and thickness of panels as well as a difference in both natural and artificial lighting, the colour of the splashbacks may look different from panel to panel and in different areas of your room.

11. GUARANTEE

11.1 The Company offers a 12month Guarantee. This guarantee only applies to (a) the Customer noted on the Invoice and is not transferable and (b) Products installed by the Company's approved and trained installers.

11.2 The guarantee does not cover any defects caused by mistreatment of the glass caused by cleaning agents either chemical or abrasive. Our paint is tested to safety standard BS476 for fire tests on building materials. The test specifies the method for measuring the lateral spread of flame along the surface of a test specimen. Our splashbacks are not designed to have a direct flame on them and so any damage or defect caused by exposure to excessive temperatures both from hot and cooling or unusual heat source (scorch marks) are not covered by our guarantee. The Company will not be

responsible for any claims in respect of measuring errors when the Company's site surveyor has not taken the measurements or measured in error.

12. PRODUCT CARE

12.1 It is the responsibility of the Customer to follow manufacturer's instructions and to treat the Products with due care and attention, as no responsibility can be accepted by the Company for damage caused by incorrect use or cleaning with products that contain bleach or other corrosive agents. Glass should be cleaned with glass cleaning products or disinfectant.

12.2 The Company accepts no liability for damage or defect caused by exposure to excessive temperature or unusual heat source. Untoughened mirrors are not suitable for use behind

13. LIMITATION OF LIABILITY

13.1 Under no circumstances shall the Company have any liability of any kind for: (a) any defects resulting from wear and tear, accident, improper use by Customer or use by the Customer except in accordance with the instructions or advice of the Company; (b) any Product that have been adjusted modified or repaired except by the Company; (c) the suitability of the Product for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Company; (d) any substitution by the Customer of any materials or components not forming part of any specification of the Product unless agreed in writing by the Company.

13.2 The Company shall have no liability to the Customer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of these Terms or any negligence, breach of statutory or other duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or failure to perform under these Terms except: (a) for death or personal injury resulting from the Company's negligence; or (b) as expressly stated in these conditions.

13.3 In no circumstances shall the liability of the Company to the Customer under these Terms exceed the invoice value of the Product.

14. TITLE and RISK

14.1 Notwithstanding the earlier passing of risk, title in the Product shall remain with the Company and shall not pass to the Customer until all amounts due by the Customer (including any applicable interest and costs) have been paid in full. Until title passes, the Customer shall hold the goods as bailee for the Company. The Company may at any time before title passes and without any liability to the Customer repossess and dismantle and use or sell all or any of the Product and by doing so terminate the Customers right to use, sell or otherwise deal in them, and, for that purpose (or determining what if any Product are held by the Customer on inspecting them) enter any premises of or occupied by the Customer. Unless otherwise set out in these Terms, risk passes onto the Customer once the goods are installed, delivered or collected (as the case may be).

15. GENERAL

15.1 These Terms shall be governed by laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

15.2 The parties agree that these Terms and the Order constitute the entire agreement and understanding between the parties. These Terms and the Order supersede all understandings, representations and agreements made between the parties. However, neither party seeks to exclude or limit liability for any fraudulent misrepresentations.

15.3 The waiving (which must be in writing and signed by an authorised representative of the relevant party) on a particular occasion by either party of rights under these Terms does not imply that other rights will be waived. If a party has a right arising from the other party's failure to comply with an obligation under these Terms and delays in exercising or does not exercise that right, such delay in exercising or failure to exercise is not a waiver of that right or any other right.

15.4 Each clause of these Terms is a separate term and is intended to stand alone. Should any provision of these Terms be held to be invalid or unenforceable, such provision shall be severed from the remainder of these Terms which will continue to be valid and enforceable to the fullest extent permitted by law.

16. COPYRIGHT STATEMENT

16.1 This website, all material, intellectual property and content are protected by international copyright. Images and photography are used with permission. If you wish to link to this site or use any content for any purpose, including review – please contact us first to establish suitability.