



# Terms & Conditions

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## INTERPRETATION

In these Terms and Conditions ("the Terms"), the following expressions shall have the meanings ascribed to them below:

- **“Company”** shall denote 360 GSS, The Bowler Barn, Bartletts Court, Frogmore Farm, Littlewick Green, Maidenhead, Berkshire SL6 3RX, referred to herein as ‘us’, ‘we’, and ‘our’.
- **“Customer”** shall refer to any individual, partnership, or corporation to whom the Company provides Product(s) and/or Services, whether directly or indirectly, such as an architect or designer acting on behalf of a client, and referred to herein as ‘you’ and ‘your’.
- **“Installation”** shall signify the fitting of Products by the Company in accordance with the specified requirements.
- **“Quotation”** shall represent a document produced by the Company and issued to the Customer, outlining specifications and prices for the supply of Product(s) and/or Services.
- **“Specification”** shall denote a detailed description, either in words or drawings or both, of any Product(s) provided by the Company, as outlined in any Quotation issued.
- **“Order”** shall stand for a document produced by the Customer and issued to the Company to procure the supply of Products and/or Services.
- **“Products”** shall encompass bespoke glass panels, shower doors, shower enclosures and bath screens, internal glass doors, glass screens, glass balconies, glass balconies. glass staircases and all other hardware and fittings provided by the Company.
- **“Services”** shall indicate services related solely to the Products supplied by the Company.
- **“Site”** shall represent the specific address, building(s), or designated location(s) within a building to which Products and/or Services are supplied by the Company to the Customer.
- **“Survey”** shall refer to an assessment conducted by the Company where necessary to facilitate the manufacturing of Products.
- **“Template”** shall denote a guide produced by the Company to aid in the manufacturing of Products.
- **“Clause”** shall mean a section of these Terms and Conditions unless the context indicates otherwise.

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## **GENERAL**

**2.1** These Terms shall apply to all Products and associated hardware manufactured, supplied, installed, or delivered by the Company to the Customer.

**2.2** These Terms constitute the entire agreement between the Company and the Customer.

All Orders are subject to these Terms alone, and no alteration to any Clause shall be valid unless agreed upon in writing by a Director of the Company before the Company's acceptance of the Order.

**2.3** Any modification by the Company of a single Clause or multiple Clauses of the Terms does not imply the waiver of any other Clauses or the rights conferred by them.

**2.4** If either party has a right due to the other party's failure to fulfill any obligations under the Terms and chooses to postpone exercising that right, such delay does not constitute a waiver of that right or any other rights.

**2.5** The Customer is responsible for familiarising themselves with these Terms. The Company will not entertain claims for any failure of the Customer to do so.

**2.6** Legal invalidity of any Clause or Sub-Clause of these Terms does not nullify the remaining Clauses or their provisions, which will continue to apply and remain enforceable to the maximum extent permitted by law.

**2.7** These Terms are exclusively governed by the laws of England and Wales. In case of any dispute, all parties agree to the exclusive jurisdiction of the English courts.

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## QUOTATIONS

**3.1** Quotations prepared by the Company are based on our interpretation of the drawings and/or written description provided by the Customer or the Customer's representative. The Customer is responsible for verifying the accuracy of the Quotation, and no claims will be entertained for any failure to review the documentation.

**3.2** Quotations will include an estimated manufacturing lead-time, indicating the duration expected from Survey to completion, either by delivering the Products or completing Installation. While the Company will make every reasonable effort to meet this lead-time, external factors beyond our control might cause delays.

**3.3** The submission of a Quotation does not imply a recommendation that the prevailing Site conditions are suitable for the fitting of any product offered by the Company. It is the Customer's responsibility to assess Site suitability, and no claims will be accepted for any failure to conduct this assessment.

**3.4** All Quotations are issued subject to Survey and/or Templating. The Company may need to revise quoted prices if it becomes evident during the Survey that the nominated product is unsuitable for the specific installation or if substantial differences exist between Site dimensions and those detailed in the Quotation.

**3.5** If an Order is placed based on Site dimensions or Templates provided by the Customer, the Company bears no responsibility for the accuracy of those dimensions or Templates or for the fit of the glass upon delivery to Site. The Company can recover all costs incurred in replacing any glass produced to dimensions or Templates provided by the Customer, including re-measurement, production of new Templates, and Installation costs.

**3.6** Installation rates quoted apply to works carried out during standard working hours, i.e., 8.00 a.m. to 5.00 p.m., Monday to Friday. Work requested outside these hours will incur overtime charges, constituting a surcharge to the estimated prices.

**3.7** Quotations providing for Installation of any Product(s) by the Company are based on normal Site conditions and continuous uninterrupted working. If unforeseen Site conditions, such as incomplete adjacent fixtures, finishes, or surfaces, or other trades working in the same space during glass installation, extend the Installation time or necessitate a return visit to complete the work, the Company will surcharge the Installation, not exceeding the original Installation charge.

**3.8** All shapes, notches, drilling, and cut-outs in the glass are offered subject to feasibility at the time of manufacture.

**3.9** All Quotations are subject to these Terms and remain open for acceptance for a period of 30 days from the date of issue, unless withdrawn by the Company earlier.

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## **ORDER**

**4.1** Orders must be submitted in writing on official letterhead or purchase order, clearly indicating the relevant quotation number and providing full Customer details.

**4.2** Any Order is subject to acceptance by the Company.

**4.3** Communications concerning specific Orders will be directed only to the Customer or their nominated representative.

**4.4** Upon receipt of an Order, the Company will issue an Order Acknowledgement/receipt to the Customer as soon as practicable.

**4.5** The Order Acknowledgement/receipt is subject to Survey and/or Templating, as specified in Clause 3.4.

**4.6** Verbal Orders or verbal alterations to Orders will not be accepted under any circumstances.

**4.7** Changes to any Order must be confirmed in writing by the Customer. Manufacturing will not commence until any alterations, including revised costings, have been formally accepted by the Customer. Additional deposit or proforma payment, if applicable, must also be made before manufacturing begins.

**4.8** Placement of an Order implies acceptance of these Terms and any other terms outlined in the relevant Quotation.

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## **5. CUSTOMER'S RESPONSIBILITIES**

**5.1** To ensure the Company can fulfil its obligations under these Terms, the Customer agrees to:

**5.1.1** Fully cooperate with the Company;

**5.1.2** Provide the Company promptly with any information it requests or reasonably needs;

**5.1.3** Obtain all necessary permissions and consents required before Services commence;

**5.1.4** Comply with any other requirements outlined in the Quotation, these Terms, or as mutually agreed upon.

**5.2** The Customer is liable to reimburse the Company for any expenses incurred due to the Customer's failure to comply with Clause 5.1 in any aspect.

**5.3** Without prejudice to other rights, if the Customer unlawfully terminates or cancels the Products and Services agreed upon in the Quotation and Order, the Customer must pay the Company agreed damages, detailed in Clause 13. The Customer acknowledges this as a genuine pre-estimate of the Company's losses. Failure to meet obligations under Clause 5.1 is considered a cancellation, requiring payment as stated in this Clause.

**5.4** If the Customer or any third party, not a Company sub-contractor, hinders or delays the Company's obligations under the Terms, the Company will notify the Customer promptly:

**5.4.1** The Company has no liability for project completion delays;

**5.4.2** Project timelines will be adjusted, if applicable;

**5.4.3** The Company will inform the Customer if additional costs will be claimed.

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## **6. PRODUCT SPECIFICATIONS**

**6.1** Products must conform to the Specification in the Quotation. No description, specification, or illustration in brochures, pamphlets, showroom displays, or oral statements forms part of these Terms.

**6.2** Any changes to Product specification or substitution of materials/components by the Company will not significantly affect Product performance. Substituted materials/components will be of equal or superior quality.

## **7. AMENDMENTS TO SPECIFICATIONS**

**7.1** Parties may mutually agree on revised Specifications for Products and/or Services where possible. Any changes will be detailed in a revised Quotation or contract document, reflecting altered Products and/or Services, price changes, and adjusted delivery dates.

**7.2** If agreed in writing by the Customer, alterations, including price and delivery date changes, will be implemented and paid for as part of the original agreement.

## **8. SURVEY and TEMPLATING**

**8.1** Survey or templating services will be provided as a goodwill gesture, unless expressly stated in writing by the Company before the project location visit. In such cases, a charge will be applicable to cover transportation costs.

**8.2** The Company aims to conduct Surveys within five (5) working days of Site readiness notification. A Customer representative must be present to discuss potential Specification changes during the Survey.

**8.3** Surveys enable Product manufacture, measuring the Site for glass. While our Surveyors may offer advice on fixing details and surface finishes, the Company assumes no liability regarding construction integrity.

**8.4** Surveys require completed fixtures, shower trays, and wall finishes. The Company won't estimate positions without fixtures in place.

**8.5** Suitability and readiness for the Survey are the Customer's responsibility. If Site lacks necessary fixtures, a return visit charge applies.

**8.7** If fixtures change after Template production, additional charges apply for new Templates, remanufactured Products, and installation costs. Costs will be communicated and require formal agreement before work begins.

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## 9a. MANUFACTURING

**9a.1** The standard production time for the Product(s) will be provided to the Customer soon after the Survey date and upon receipt of the required deposit. In exceptional cases, we might expedite this period, although we cannot guarantee specific delivery dates.

**9a.2** The Customer must consider our stated production times when planning their project schedule. We won't be held responsible for scheduling issues or delays if our lead-time extends beyond your completion date. Rushed jobs are more prone to errors and often take longer, based on our experience.

**9a.3** Manufacturing will not begin until all necessary paperwork is completed. Site surveys must be approved before production. Any changes to Product specifications post-Survey will prolong the production time and may impact costs.

**9a.4** Specialised Product(s) may take longer to produce than initially indicated in the Quotation. While most items are locally sourced, some suppliers might cause delays due to factors such as delivery delays and Order confirmation. We'll notify you of any unforeseen delays once we receive confirmation from our suppliers.

**9a.5** Timeframes for bespoke Product(s) are not strictly defined.

## 9b. GLASS MANUFACTURING (ADDITIONAL CLAUSES)

**9b.1** Toughened glass adheres to British and European safety standards for building glass usage. In the unlikely event of breakage, it shatters into small uniform pieces, reducing the risk of serious injury. The Company cannot be held responsible for damage or injury resulting from broken glass. For further details please see **Additional Notes** at the end of this Terms & Conditions document.

### **9b.2 Glass Quality Standards and Tolerances**

All glass supplied and/or installed by 360 GSS Ltd is deemed acceptable and in line with industry standards and tolerances if, when viewed in natural daylight from a distance of no less than 3 metres, it is free from visual defects such as cracks, inclusions, or deep scratches.

Minor surface blemishes, roller wave distortion, and other imperfections that fall within the tolerances outlined in BS EN 12150, BS EN 12600, or other relevant British or European standards are considered acceptable and do not constitute defects. As such, they do not qualify for replacement or remedial action. If enhanced visual or optical quality beyond these standard tolerances is required, this must be clearly specified and agreed in writing before manufacture or order placement.

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## **9b.3 Nickel Sulphide (NiS) Inclusions**

Nickel Sulphide (NiS) inclusions are a known risk inherent in the manufacture of toughened (tempered) glass. These microscopic impurities can, in rare instances, cause spontaneous breakage without any external impact or pressure, sometimes months or even years after installation.

As this phenomenon is outside the control of 360 GSS Ltd and not detectable through standard visual inspection or quality control procedures, NiS inclusions are not considered a manufacturing defect and are excluded from any warranty, liability, or remedial obligation unless the glass has been subjected to heat soak testing (HST).

If NiS risk mitigation is required, heat-soak tested toughened glass must be explicitly requested and confirmed in writing prior to order placement. Additional charges and lead times may apply for this service.

## **9b.4 Edge Damage and Handling**

All glass is inspected prior to installation and delivered in accordance with manufacturing tolerances. Minor edge chips or blemishes that do not impact structural integrity or visual appearance (as defined by the 3-metre inspection standard) shall not constitute grounds for replacement.

Any damage caused after delivery or installation, whether by third parties, site conditions, or subsequent trades, shall not be the responsibility of 360 GSS.

## **9b.5 Post-Installation Breakage**

Once installed and signed off, 360 GSS accepts no responsibility for any breakage or damage caused by environmental factors, misuse, impact, thermal stress, or building movement.

Where laminated glass is used, delamination or fogging due to moisture ingress as a result of improper maintenance or external conditions is excluded from warranty unless caused by proven installation error.

## **9b.6 Maintenance and Warranty Exclusion**

It is the client's responsibility to maintain all glass elements in accordance with manufacturer's guidance. Warranty shall be void where damage or failure occurs due to lack of maintenance, physical impact, installation, or alterations by third parties, or environmental factors beyond our control.

## **9b.7 Industry Tolerances**

The client acknowledges that glass is a naturally variable material and may contain slight variations in flatness, clarity, or visual appearance. These are within acceptable industry tolerances unless otherwise explicitly stated in writing. All tolerances conform to BS EN 12150, BS EN 14179, BS EN 12600, and associated standards.

Toughened glass is manufactured with a dimensional tolerance of +/- 3mm.

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## **10. COLOUR & GLASS MATCHING**

**10.1** While the Company will make every effort to closely match the requested colour and/or glass, it is the Customer's responsibility to provide the exact specifications of the Product. If Specifications aren't provided by the Customer, and the Company must source the closest match of colour / glass under the guidance of the Customer, then the Company will not be held responsible for any Product discrepancies. All supplied glass may vary slightly from provided specifications due to varying manufacturing processes.

**10.2** Glass tones and/or colour can be influenced by lighting. Panels illuminated differently might appear distinct. It's advisable to view samples under final lighting conditions whenever possible.

## **11. DELIVERY**

**11.1** Supply-only Order deliveries incur a charge, as detailed in your Quotation. Installation of the Product(s) by the Company usually doesn't involve a delivery charge.

**11.2** Specific delivery times aren't guaranteed, though we may indicate AM or PM to aid planning. Numerous factors beyond our control impact delivery times. The Company isn't liable for any costs or damages, including indirect or consequential losses, arising from late Product delivery, regardless of whether our transport or a third party delivers.

**11.3** Deliveries are made to the Site address unless otherwise specified. Late changes to the delivery address can affect the agreed delivery date and may incur additional costs.

**11.4** If the Customer requests a delivery delay exceeding five (5) working days, we will store the goods at the Customer's risk. The balance of the Order value, minus the installation charge, becomes due. We'll store deliverable Product(s) for up to one (1) calendar month from the original delivery date, charging storage fees based on Product(s) size and value. Storage charges must be paid before Product(s) release for delivery.

**11.5** The Customer must provide sufficient manpower for glass unloading. Deliveries are curbside unless a prior arrangement specifies otherwise.

**11.6** Risk in the Product(s) transfers to the Customer upon delivery.

**11.7** Product(s) must be inspected upon delivery, and any damages or shortages must be noted on the delivery note with the driver. Claims for shortage, faults, or damage won't be recognised unless reported to the driver during delivery. 'Not checked' on the delivery note isn't acceptable for subsequent claims.

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## 12. INSTALLATION

**12.1** Installations occur during standard working hours (8.00 a.m. to 5.00 p.m., Monday to Friday). Any work outside these hours incurs overtime charges unless otherwise specified in the Quotation or agreed upon in writing. Overtime requests require prior written instruction from the Customer.

**12.2** Installation time assumes normal Site conditions. Unforeseen conditions, such as complex fixtures, may extend Installation duration and incur surcharges.

**12.3** The customer agrees to ensure the installation area is completely clear of any personal items, furniture, or obstructions prior to the scheduled installation date. If items remain, our installers may move them at their discretion, but any damage incurred is the sole responsibility of the customer. 360 GSS is not liable for any damage to items not removed before work commences, and any delays or additional work due to an uncleared area may result in additional charges.

**12.4** Installation time assumes uninterrupted Site access. Additional time required due to factors beyond our control will be chargeable, including other trades working in the same space during Installation.

**12.4a** Unless otherwise agreed in writing with the Client, it is the Client's responsibility to ensure that suitable access is provided for our installers to carry out the installation safely and without risk to themselves or the materials being used. If safe and suitable access is not available on the scheduled date of installation, the Client will be charged the full daily rate and will also be liable for a revisit charge.

**12.5** The Company doesn't accept responsibility for damage caused to cables, water pipes, or other services present in walls, surfaces, or fixtures where Products are installed. Damage to these services is the Customer's responsibility. If such damage delays or aborts Installation, additional Installation charges apply.

**12.6** The Company doesn't handle electrical or plumbing work. Prior to Installation, all electrical fittings must be removed, cables isolated, and water supplies turned off with all fittings removed. Failure to do so results in non-proceeding with Installation and incurs a further full Installation charge.

## 13. CANCELLATION

**13.1** All supplied Product(s) are bespoke. Once an Order is placed and accepted by the Company, there is 'No Right to Cancel'. Cancelling before production results in forfeiture of the deposit or proforma payment. If Products have been manufactured, full payment, minus the Installation charge, is due.

**13.2** For clarity, manufacturing is considered to have begun as soon as the Company has sent the Customer an order invoice.

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## **14. PRICES**

**14.1** The prices specified in the Quotation for the supply of Product(s) and Services are applicable as of the Quotation date.

**14.2** Unless explicitly stated otherwise in writing, all quoted Product prices are net and exclude VAT. For supply-only Product(s), prices are ex works.

**14.3** The Company reserves the right to adjust prices prior to Order placement to accommodate any rise in raw material or labour costs, or currency fluctuations impacting the cost of imported materials or services.

## **15. PAYMENTS and PAYMENT TERMS**

**15.1** Payment terms are outlined in the Quotation: Settlement of proforma or deposit invoices is required before scheduling the Survey and commencing manufacturing. The Customer agrees to pay interim invoices within 7 days from the invoice date or on the Completion Date (delivery or Installation), whichever occurs earlier. Balance invoices for outstanding sums on the Completion Date are due upon application, unless expressly agreed otherwise in writing by a Company Director before Installation.

**15.2** Customers meeting the specified criteria may be granted a 30-day credit account. Payment is due within 30 days from the invoice date, which will be issued following the delivery of the Product(s) or upon the completion of Installation. If payment is not received by the due date, a late payment charge will apply. This charge will be the statutory interest rate of 8% plus the Bank of England base rate per annum on the amount outstanding. Interest will accrue on a daily basis from the due date until full payment is received. Should non-payment persist, 360 GSS Ltd may engage a debt recovery service, with all related costs, including legal fees, charged to the client and added to the outstanding balance.

**15.3** All warranties and guarantees from 360 GSS Ltd on materials and labour are valid only with full, timely payment by the Client as per the Agreement. Failure to pay in full voids these warranties and guarantees, including implied warranties, until payment is complete. This does not affect statutory consumer rights. See clause 17.3 for details.

**15.4** If staged or periodic payment terms are agreed upon, the Company can halt or delay supply without penalty if any such payments become overdue.

**15.5** Punctual payment is essential.

**15.6** Partial payments do not nullify any Term or right conferred upon the Company.

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## 16. TITLE and RISK

**16.1** Despite risk passing earlier (Clause 11.6), product title remains with the Company until full payment of all amounts, including interest and costs. Until title transfer, the Customer holds received Product(s) as a bailee for the Company.

**16.2** The Company retains the right, without Customer liability, to repossess, dismantle, use, or sell any Product(s) before title transfer. An officer or authorised representative may enter Customer premises to determine held Product(s) or inspect them without penalty.

**16.3** Unless otherwise stated, risk in Product(s) transfers upon Installation, Delivery, or collection from the Company's premises, as applicable.

## 17. GUARANTEE

**17.1** Upon completion and return of the Company's guarantee form within 30 days of Product or Installation receipt, and adherence to other guarantee terms, the Company provides the Customer with a guarantee, including:

**17.1.1** Glass hardware and components supplied by the Company to the original purchaser are guaranteed defect-free in design, workmanship, construction, or materials for 10 years from the delivery or Installation date.

**17.1.2** Polycarbonate sealing profiles on glass shower screen products are guaranteed for 12 months. Afterward, replacements can be supplied for a nominal fee.

**17.1.3** Anti-calcium coated glass is guaranteed for 5 years when the specified aftercare program is followed.

**17.1.4** Shower enclosure Products are not guaranteed to be entirely leak-free. Pressurised water sprayed directly on hinge or seal components may cause leakage.

**17.2** Except as stated in these Terms, all guarantees, whether express or implied, are excluded concerning the Product(s) and Services provided by the Company.

**17.3** No guarantee is enforceable until the Company receives full payment for installed Product(s) per the invoice and a completed guarantee registration form.

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## **18. WARRANTY AND LIABILITY**

**18.1** The Company assures that the Services conducted under these Terms will be carried out with reasonable skill and care, adhering to industry standards.

### **18.2 The Company is not liable for the following:**

**18.2.1** Product defects due to fair wear and tear, neglect, accidents, improper use, or use contrary to Company-provided instructions or advice.

**18.2.2** Product(s) not installed by the Company.

**18.2.3** Product(s) adjusted, modified, or repaired by anyone other than the Company's own installers.

**18.2.4** Suitability of Product(s) for specific uses or conditions, regardless of whether such uses or conditions were known to the Company.

**18.2.5** Customer substitution of any items, materials, or components not part of the Product Specification provided by the Company.

**18.2.6** Substitution of any Product(s) or parts, provided such substitutions do not significantly affect Product(s) characteristics or performance and are of equal or higher quality than the original specifications.

**18.2.7** Accuracy of any dimensions or templates supplied to the Company by the Customer.

**18.2.8** The company is not liable for replacing glass impacted by settlement resulting from new home construction or conversions.

**18.3** If the Company supplies goods from a third party as part of the Services, no warranties or guarantees regarding their quality or fitness for purpose are provided.

**18.4** The Company is not liable to the Customer for indirect or consequential losses or damages arising from negligence, breach of duty, or performance issues by the Company's employees, agents, or sub-contractors under these Terms, except where expressly stated otherwise.

**18.5** The Company's liability for death or personal injury caused by its negligence, or that of its employees, agents, or sub-contractors, is not limited or excluded.

**18.6** Both Parties agree that any completion date provided by 360 GSS Ltd is an estimate only and not a guarantee of a completion date. The Company shall not be held liable for any delays in completing the project

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## 19. TERMINATION

**Either party may terminate any agreement under these Terms immediately by written notice to the other if:**

**19.1** The other party materially breaches the Terms and, if remediable, fails to rectify it within thirty (30) calendar days after written notice.

**19.2** The other party commits a non-remediable material breach of the Terms.

**19.3** The other party undergoes winding up proceedings, a court orders winding up, or the other party ceases its business or a substantial part thereof.

**19.4 The other party becomes insolvent, convenes a creditors' meeting, or has a liquidator, receiver, manager, or similar officer appointed over its assets.**

## 20. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights arising from these Terms become the Company's absolute property if not already vested, and the Customer shall facilitate such rights' vesting in the Company through necessary instruments or agreements with third parties.

## 21. FORCE MAJEURE

Neither party is liable for delays or failures in performance caused by events or circumstances beyond its reasonable control, including acts of God, strikes, accidents, war, government actions, or supply delays by third parties. The affected party is entitled to a reasonable extension of its obligations after notifying the other party.

## 22. INDEPENDENT CONTRACTORS

The Company and the Customer are independent contractors and have no authority to bind each other to third parties without written agreement. The Company can engage sub-contractors without relieving its obligations under these Terms.

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## **23. ASSIGNMENT**

**23.1** The Customer cannot assign its rights or obligations without the Company's written consent.

**23.2** The Company can assign invoices to a third party at its discretion, and the Customer must make payments to the assigned party.

## **24. NOTICES**

Notices can be served via email, fax, post, or personal delivery to the address provided in the Estimate or any updated address communicated in writing. Email notices are deemed received on the sent date, while postal notices are deemed received upon delivery.

## **25. NO THIRD PARTIES**

These Terms do not confer any rights upon third parties.

## **26. PHOTOGRAPY AND MEDIA USAGE**

360 GSS reserves the right to capture photographic images of the project site at various stages, including before, during, and after installation, for engineering and marketing purposes.

Unless the Client explicitly instructs otherwise in writing prior to installation, these images may be used by 360 GSS for promotional activities on our website, the websites of our partners, and across social media channels.

If the Client wishes to request the removal of any content featuring these images, a written request must be submitted with a minimum notice period of 14 days.