

Aurora Terms and conditions

Definitions:

In these “**terms**” Aurora Partitioning is referred to as “**we**”, “**us**” and “**our**”. “**You**”, “**your**” and “**they**” is referring to the person, firm or company buying services from us. “**Services**” is referring to the goods and/or services we provide to you as a customer. Day work rates are in the form of “**in hours**” which is defined as weekday shifts between the hours of 07:30 & 16:00, “**out of hours**” which is defined as weekday shifts after 16:00 & for any weekend shifts and “**half day**” shifts which are defined as weekday shifts of up to four working hours. “**Shifts**” will comprise of a working period of up to eight hours. A “**buyer**” is defined as the person, firm or company buying any glazing materials from us.

1 Quotations

- 1.1 All quotations **we** provide to **you** are valid for a period of 30 days.
- 1.2 Prices can vary after the 30 days quotation period.
- 1.3 **We** reserve the right to revoke any quotation sent to **you** at any point in writing prior to receiving an official purchase order.
- 1.4 All quotations are a fixed price for works described.
- 1.5 Any additional works will be subject to an uplift in costs from **us**.
- 1.6 A minimum of seven days’ notice is needed to book in quoted work otherwise **we** cannot guarantee start dates that **you** may request.
- 1.7 Quotations are based on all works running continuously and out of sequence work, delays or changes may incur additional costs by **us** to supplement the labour costs.
- 1.8 Orders may only be cancelled by **you** in writing 14 days prior to an agreed start/delivery date, any costs for processing materials will be passed onto **you** if cancelled less than 14 days and processing works have started.

2 Delivery

- 2.1 Deliveries will be made by either **our** in-house delivery service or by an external courier company instructed by **us**.
- 2.2 **You** must provide a contact telephone number for the person/s receiving the goods ordered and **they** must be available to accept **your** goods at the date/time slot provided by **us**.
- 2.3 Delivery time slots are estimates only which **we** have given in good faith. **We** cannot be liable for any costs you may incur as a result in a delayed delivery by **us** which is caused by unforeseen problems such as traffic conditions, vehicle failure, adverse weather conditions etc.
- 2.4 A delivery note will need to be signed for by **your** nominated person to accept any delivery. **They** must check all components have been delivered and in a damaged-free condition. Any damage/missing items must be reported on the delivery note and **we** must be notified in writing immediately.
- 2.5 The delivery driver will wait for a reasonable amount of time to allow **your** nominated person to arrive and take receipt of the delivery, however if **they** fail to arrive in adequate time the delivery will be deemed as a failed attempt and **you** will incur additional costs for any additional delivery attempts.
- 2.6 **We** cannot be liable if any damage occurs in the return of **your** goods to **us** due to a failed delivery attempt.
- 2.7 **We** cannot be liable for any losses caused by missed/late deliveries of **our** materials to site when using an independent courier service.

3 Installation

- 3.1 All installation works are expected to be running from adjacent working areas and not hopping from different areas due to being held up by other trades incomplete works. If **we** are held up due to other trades incomplete works, additional costs may be charged to **you** or **we** reserve the right to leave site and return once enough areas are ready for a adequate flow of our installation works.
- 3.2 **We** are not responsible for the supply & installation of site protection unless specified in **our** quotation.

- 3.3 **Our** normal build sequence is expected to be the installation of glazing tracks/door frames, survey for glass/doors and then install glass/doors. If **we** are asked by **you** to pre-measure glass, **we** will not be liable for any delay costs incurred by miss-measured glass/doors.
- 3.4 **Our** standard installation of glass is 'butt-jointing' 90° corners any mitred panels of glass will incur a small additional charge to **you** for the processing of each corner that **we** haven't allowed for unless specified in **our** quotation.
- 3.5 **We** may need to cut rakes in glass panels to suit existing ceilings/walls that are out of level which haven't been allowed for and **you** will incur a small additional cost per panel for processing unless specified in **our** quotation.
- 3.6 No modifications have been allowed for to any walls/ceilings unless specified in **our** quotation.
- 3.7 It's **your** responsibility to make sure there's satisfactory fixing support in any walls/ceilings that may require additional support e.g sliding door tracks.
- 3.8 No allowances are made for any making good of ceilings/walls unless specified in **our** quotation.
- 3.9 No allowances are made for any finishing silicone anywhere unless specified in **our** quotation.
- 3.10 No allowances are made for manifestations to new/existing glass unless specified in **our** quotation.

4 **Quality**

- 4.1 All installation works provided by **us** will be built to a satisfactory quality within the meaning of the 'Sale of Goods Act 1979'.
- 4.2 **We** guarantee **our** products from any defects and **we** will replace any defected parts free of charge but must be notified of any defects by **you** immediately after delivery.
- 4.3 **We** reserve the right to put right any of **our** works deemed unsatisfactory in the snagging process and require a reasonable amount of time/days to carry out these works. If not given this opportunity to put unsatisfactory work right, **we** cannot accept any financial liability.

5 **Additional Costs**

- 5.1 **We** will charge for any items that are not specified in the approved quotation.
- 5.2 In the event of aborted days for reasons such as i) materials supplied by others not arriving, ii) unexpected site closure, iii) areas of work not released to **us** when previously confirmed as ready, **we** will be charging for lost time per operative at the pro-rata day work rate.
- 5.3 Any discrepancies on site that changes the quantities specified in **our** quotation will incur additional costs for labour/materials. These discrepancies can be caused by either of the following, i) ceiling or bulkhead height change, ii) incorrect lengths of screens supplied to **us** by **you**, iii) change in layout/design of materials e.g banding layout change.
- 5.4 Any requests from **you** for **us** to work out of sequence thus resulting in significantly reduced efficiency.

6 **Payments**

- 6.1 All payments are to be in British Pounds Sterling and funds paid directly into **our** bank account.
- 6.2 All **buyers** are expected to pay in full within the assigned payment terms from **us**. Failure to pay by this deadline will be classed as a default payment and all (if any) other invoices sent to **you** will be required to be paid in full immediately to **us**.
- 6.3 **You** may not withhold payment of any invoice or other amount due to **us** by reason of any right of set off or counterclaim which **you** may have or allege to have for any reason.
- 6.4 **We** will give notice in writing of any default payments and after a period of no less than seven days after this communication **we** reserve the right without prejudice to instruct a debt collection agency to recover all outstanding monies to **us**.

7 Guarantees

- 7.1 **We** will guarantee **our** products supplied by **us** when installed by **our** installation team for a period of twelve months. This covers any failures/defects in materials and any items deemed as an unsatisfactory installation.
- 7.2 **We** will not give a guarantee on any products that covers failures/defects that have been installed by **us** but have been adapted in any way by others.
- 7.3 **We** will not give any guarantee on **our** products that have been installed to an unsatisfactory standard by others
- 7.4 **We** guarantee the paint on our powder coated products for a period of 10 years. Damage to or deterioration of the coating system arising from causes beyond **our** control such as but not limited to mechanical damage, fire damage, malicious damage, pollution and abnormal weather conditions. Where failure is associated with prolonged exposure of the coating to temperatures in excess of 110 degrees centigrade or to acid or other hazardous sources which are known or believed to be damaging to powder coatings.

8 Force Majeure

- 8.1 If either party is delayed or prevented in the performance of any of its obligations by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable, (including war or other armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, national or international emergency or calamity, strikes, lock-outs or other industrial disputes, (whether involving its own workforce or any third party's), failure of energy supply, disruption to transport, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings or other structures, fires, floods, storms, earthquakes, natural disasters, extreme adverse weather conditions, other acts of God, loss at sea, epidemics or similar events and default of suppliers or sub-contractors caused by any such event), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.

9 Legal

- 9.1 All intellectual property of **ours** such as trademarks, trade names, patents, registered designs, images and samples of products remain the property of Aurora Partitioning Limited.
- 9.2 **You** agree to respect the intellectual property rights of **ours** and will refrain from copying, downloading, transmitting, reproducing, printing, or exploiting for commercial purpose any material contained within either **our** website, emails or paper copies distributed.
- 9.3 Any waiver by **us** of any breach or default of these terms shall not be construed as a continued waiver of that breach nor as a waiver of any subsequent breach of the same or any other provision.
- 9.4 **We** accept no responsibility, whether by reason of breach of contract, duty or in tort otherwise, for loss or damage to free issue materials or components supplied to it. Such materials or components are not insured by **us** and **you** should therefore arrange adequate insurance cover.