

TERMS AND CONDITIONS

PLEASE READ THESE TERMS CAREFULLY AS THEY APPLY TO THE GOODS AND SERVICES WE PROVIDE TO YOU

1. ABOUT THESE TERMS AND CONDITIONS

- 1.1. These Terms and Conditions represent a legally binding contract between Area Cubed Limited, ("Area Cubed", "Company", "Us", "We" or "Our") and the Client ("Client" or "You") and shall apply to all contracts for the supply of Goods and Services by Us. In addition to these Terms and Conditions, our Privacy and Cookies Policy applies to all contracts.
- 1.2. These Terms and Conditions are deemed incorporated and are applicable to every, Proposal, Tender, Quotation or other arrangement in connection with the supply of Goods and Services by Us, unless otherwise explicitly agreed in writing.
- 1.3. If this Agreement is executed on behalf of a company or other legal entity or individual, the party accepting the Terms and Conditions shall warrant that they have the authority to bind such entity or individual to same. We reserve the right to verify a user's identity and also to carry out any checks We determine are appropriate in the circumstances.
- 1.4. Any party purporting to be of the main contractor's company shall be deemed to have the capacity to provide Us with instructions unless otherwise notified to Us in writing by the main contractor.
- 1.5. These Terms and Conditions may be updated or otherwise amended without prior notice.
- 1.6. These Terms and Conditions shall always prevail in the event of a conflict with any other document.

2. ABOUT US

- 2.1. Area Cubed Limited is registered in England and Wales under company number 11128455 and our correspondence address is 20-22 Wenlock Road, London N1 7GU.
- 2.2. We shall use reasonable endeavours to ensure that We meet Clients' expectations in accordance with these Terms and Conditions.

3. DEFINITIONS

- 3.1. In any of these; Terms and Conditions, Proposal, Tender and Quotation, unless the context otherwise requires, the expressions below shall have the following meanings:

"Acceptance"	written confirmation given by Area Cubed of an order received from the Client which shall form a legally binding agreement under these terms and conditions;
"Agreement"	any agreement entered into between the Company and the Client to which these Terms and Conditions apply;
"Client"	the individual, company, or other legal entity with whom the Company agrees to provide the Goods and Services;
"Data Protection Legislation"	the Data Protection Act (2018), GDPR, PECR (Privacy and Electronic Communications (EC Directive) Regulations 2003) as amended or replaced, together with any related legislation;
"Goods"	the range of products manufactured or available for supply and installation by Area Cubed;
"GDPR"	the General Data Protection Regulation (EU) 2016/679;

“Personal Data”	all information that is personal to an individual that has the potential to identify the individual, as set out by Data Protection Legislation applicable in the UK;
“Quotation”	the price for the Goods and Services to be supplied in accordance with the Scope of Works agreed with the Client;
“Services”	services to be performed by the Company and detailed in the Scope of Works;
“Scope of Works”	details of the work and installation of Goods to be carried out by Area Cubed.

4. INTERPRETATION

- 4.1. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
- 4.2. A reference to an individual or person includes a corporation, partnership, Limited Liability Partnership, joint venture, association, authority, trust, state or government and vice versa.
- 4.3. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 4.4. The term “including” does not exclude anything not listed.
- 4.5. References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

5. OUR GOODS AND SERVICES

- 5.1. The Company shall supply the Goods and Services as agreed with the Client and confirmed by written Acceptance in accordance with the Terms and Conditions set out in this Agreement.
- 5.2. We reserve the right to refuse to provide Goods and Services to the Client at our sole discretion.
- 5.3. We shall provide our Goods and Services to the Client using reasonable skill and care at all times. We reserve the right to suspend works as we determine necessary.
- 5.4. We reserve the right to the right to add, delete or change some or all of the Goods and Services available from Us at any time without prior notice.

6. DESIGN AND INSTALLATION

- 6.1. Area Cubed shall issue an initial drawing of the design based on concept discussions and Client comments. If required, Area Cubed shall provide one re-issue of the design. Further issues of the design will be charged to the Client on a time basis.
- 6.2. Area Cubed shall not be responsible for the structural integrity of the substrate used in the installation process. The Client shall be responsible for ensuring the substrate in place is adequate for purpose and does not compromise the integrity of any waterproof layer or insulation.

7. CLIENT RESPONSIBILITIES

- 7.1. The Client accepts that the Company’s ability to provide the Services and Goods is dependent upon the full and timely co-operation of the Client. The Client agrees to provide timely and accurate information to Area Cubed to enable Us to perform the obligations under this Agreement.
- 7.2. The Client agrees to provide free and safe access to the premises as is necessary for the Company to comply with its obligations under this Agreement and ensure that equipment provided by the Company for the purpose and provision of Services shall not be modified, changed or removed without prior written permission of the Company. Where such equipment is modified, changed or removed then the cost of restoring or replacing the equipment shall be recovered from the Client.

- 7.3. The Client shall fully indemnify the Company against any costs and claims from any third party resulting from the Client's acts or omissions in respect of the Services;
- 7.4. Area Cubed require the Client to ensure that light protection is in place.
- 7.5. The Client shall be responsible for providing suitable a storage area for tools and materials to be stored for a short period prior to and during our installation process. Notwithstanding any agreement otherwise with Us, the Client shall be responsible for the onsite security all tools and equipment stored on the Client's premises. The Client shall be liable for the replacement of any tools, equipment or Goods in the event of damage, theft or negligence whilst on the Client's premises.
- 7.6. The Client shall be responsible for all post-installation care of the Goods.
- 7.7. The Client shall be responsible for the weathering of all Goods or systems supplied by Area Cubed.

8. SALES LITERATURE

- 8.1. Price lists, catalogues and any other promotional material supplied or otherwise displayed by Area Cubed does not constitute contractual offers capable of Acceptance by the Client. Prices shown in any such materials may be subject to change at any time prior to the Company and Client entering into a binding agreement.
- 8.2. Any typographic, clerical or other error or omission in sales literature, Quotation or price list, Acceptance of offer, invoice or other document or information issued by Area Cubed shall be subject to correction without any liability on the part of Area Cubed.

9. INFORMATION AND ADVICE

- 9.1. Advice, information and opinion given by any employee, agent or Director shall be without any legal responsibility.
- 9.2. Any recommendation or suggestion made by Area Cubed in relation to Goods shall be made in good faith and it is for the Client to determine the suitability of any Goods for his particular purpose and shall be deemed to have done so prior to placing an order with Us.

10. QUOTATIONS

- 10.1. All Quotations given to the Client are deemed to be subject to these Terms and Conditions and shall be valid for 14 days unless otherwise stated in writing.
- 10.2. All Quotations are subject to contract.
- 10.3. The Company reserves the right to withdraw or amend any Quotation prior to our Acceptance of the work.
- 10.4. The Company reserves the right to withdraw or amend any Quotation following an Agreement being entered into where:
- Goods or Services are withdrawn or no longer available;
 - The Scope of Works or quantities is varied.
- 10.5. Except as specifically detailed in a written Quotation, the following shall not be included in the Scope of Works and additional charges may apply:
- Builders' work;
 - Removal of existing structures or any cleaning necessary;
 - Access equipment, safety barriers, vertical loading out, non-proximate off-loading;
 - Aborted visits, standing time or work outside of our normal hours of working;
 - Co-ordination of roles with other trades
 - Parking costs or road closures.
- 10.6. All additional charges incurred by Area Cubed in relation to the above clause 10.5 shall be added to the Client's account and invoiced to the Client upon completion of the works unless agreed otherwise in writing.
- 10.7. All prices provided in a Quotation are subject to VAT at the prevailing rate.

11. DELIVERY AND COMPLETION DATES

- 11.1. The commencement of works by Area Cubed shall be approximately 6-8 weeks from Acceptance of an order unless otherwise agreed at the time an order is accepted by Us. Any suspension of works may reinitiate the lead times for works.
- 11.2. Area Cubed reserves the right to phase works over a period of time. The Client agrees that any schedule of works shall be flexible as reasonably acceptable.
- 11.3. Area Cubed undertakes to use reasonable endeavours to meet any dates and deadlines agreed with the Client. However, unless expressly agreed otherwise in writing, such dates shall constitute only statements of expectation and shall not be binding.
- 11.4. Area Cubed shall not be liable in any circumstances for the consequences of any delay or failure to deliver the Goods and Services on a particular date or time in the event of inclement weather or other cause beyond our reasonable control.
- 11.5. If Area Cubed, having used its reasonable endeavours fails to deliver or supply Goods and Services by such date or dates whether or not binding, such failure shall not constitute a breach of Agreement. The Client shall not be entitled to treat the Agreement as repudiated or to rescind it in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom.
- 11.6. If works are suspended at the request of the Client or delayed through default of the Client for a period of 30 days or more, the Company shall be entitled to payment for the Services already performed and any Goods supplied or ordered by the Client.
- 11.7. Instructions to accelerate any works may be subject to Quotations or retrospective Quotations. Any instruction by the main contractor or Client to accelerate works shall be deemed to be an acceptance of such Quotation.

12. RISK AND TITLE OF GOODS

- 12.1. Once Goods are installed and works completed the risk in the Goods shall pass wholly to the Client.
- 12.2. The legal and beneficial ownership of Goods supplied by Area Cubed shall remain with the Company until payment in full in respect of all such Goods has been received by the Company in accordance with the Terms and Conditions of this Agreement.
- 12.3. The Company shall be entitled, without prejudice to any of its rights to recover or resell any of the Goods, enter upon the Client's premises by its servants or agents for that purpose until such payment is received in full.

13. DEFECTIVE GOODS

- 13.1. The Company does not warrant that Goods are free from minor errors not materially affecting performance. Such errors shall not be rectified in the absence of a prior written agreement to the contrary.
- 13.2. The Client shall be responsible for notifying Us of any flaws or defects in the installation of Goods and such notification must be received by Us within 3 working days of completion of works.
- 13.3. On notification of Goods being defective, We reserve the right to inspect the Goods for defects and /or investigate the cause. If we determine that Goods are defective, we may repair or replace the Goods under this Agreement. The parties agree that a third-party may be appointed as arbitrator in circumstances where the parties do not agree on the nature of a defect or a suitable course of action, as permitted under clause 25.
- 13.4. Any damages subsequent to completion of the works by Us shall be the responsibility of the Client or main contractor where applicable. Area Cubed does not provide any guarantee on the delamination of glass panels post-installation.
- 13.5. We do not include any collateral warranty as to Goods or the performance of our Services.

14. TOLERANCE AND QUALITY STANDARDS

- 14.1. The manufacture of Goods by the Area Cubed is subject to acceptable tolerances. Slight deviations within accepted tolerances shall not entitle the Client to cancel an order, return Goods or claim compensation. Full details of tolerances are contained in a Schedule to these terms and conditions.

- 14.2. For products manufactured, supplied and Installed by Area Cubed, the finishing of all work and the tolerances of all such work shall be based on current NHBC standards, see <http://www.nhbc.co.uk/Builders/ProductsandServices/Standardsplus2019/#1>
- 14.3. As the glazing section does not give much detail, AreaCubed work to the vertical and horizontal tolerances specified within the doors and windows section of the NHBC standards.
- 14.4. In determining the quality of glass and glazing to be supplied by Area Cubed, we refer to the Glass and Glazing Federation standards.

15. CHARGES AND PAYMENT

- 15.1. The Client shall make payment to Area Cubed on time and in accordance with the terms specified in this Agreement or as otherwise agreed in writing.
- 15.2. We reserve the right to apply additional charges for delays and additional visits to site where:
- 15.3. These are due to the Client's instructions requiring a redesign of the works;
- 15.4. Conditions onsite prevent our operatives from reasonable progress on the installation;
- 15.5. There is unreasonable disruption to Our schedule for the works.
- 15.6. The Client agrees to pay additional charges for harness work where scaffolding or edge protection is removed prior to the completion of our works.
- 15.7. Where additional charges are not expressed to be fixed fee, these shall be calculated upon a time and materials basis at the Company's rates at the time the charges are incurred by Us.
- 15.8. A deposit may apply to an Agreement for Goods and Services at our discretion where credit is not available or offered by Us. Any deposit requested must be received by Us prior to the manufacture and installation of Goods.
- 15.9. Payments due to Us may be phased over an agreed period. Monthly applications shall apply to work in progress.
- 15.10. In the event of delays of longer than 3 months from the original agreed date of installation, Area Cubed reserve the right to revise charges and make adjustments in accordance with any increases in the Retail Price Index that shall apply at the actual time of installation.
- 15.11. The Client is not entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time.
- 15.12. Area Cubed do not accept liquidated damages for payment and these shall be specifically excluded from this Agreement.
- 15.13. Retentions shall not apply to this Agreement.
- 15.14. All Charges are exclusive of VAT to be charged at the prevailing rate.

16. LATE PAYMENTS

- 16.1. The Company reserves the right to claim interest on late payments under the Late Payment of Commercial Debts (Interest) Act 1998.
- 16.2. If the Client fails to pay any amount due under this Agreement, the Company shall be entitled to charge the Client interest on the overdue amount, at its sole discretion. Interest will be payable by the Client on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 2% per annum above the base rate for the time being of the bank used by the Company. Such interest shall accrue on a daily basis and be compounded quarterly.
- 16.3. If the Client fails to pay any sum due under this Agreement or any other Agreement between the Company and the Client on its due date then the Company shall be entitled to immediately suspend all work or Services including any licence granted to use materials under this Agreement until payment is made. Any costs or expenses incurred by reason of such delay shall be charged to the Client.
- 16.4. The time stipulated for payment shall be of the essence and failure to pay any invoice due within the period specified shall, in the absence of a written explanation from the Client that has been duly accepted by the Company, render the Client in material breach of the Agreement.

- 16.5. In the event that a payment is outstanding We reserve the right to refer the matter to our debt collection agent, Daniel Silverman Limited, and all charges incurred by Us to collect the debt shall be added to the debt plus VAT at the prevailing rate. The Client accepts liability to pay such surcharges and that payment may be enforced in law.
- 16.6. If payment is otherwise due it shall become automatically due immediately on the commencement of any act or proceeding in which the Client's solvency is involved.

17. LIMITATION OF LIABILITY

- 17.1. The following provisions set out the Company's entire liability (including and liability for the acts and omissions of its employees) to the Client in respect of:
- 17.1.1. any breach of its contractual obligations arising out of an Agreement; and
 - 17.1.2. any representation, statement or tortious act or omission, including negligence arising out of or in connection with an Agreement.
- 17.2. The Company's liability to the Client for death or personal injury resulting from its own or that of its employed negligence shall not be limited;
- 17.3. Nothing in this Clause 17 shall confer any right or remedy upon the Client to which it would not otherwise be legally entitled.
- 17.4. The Company shall not be liable to the Client in any civil proceeding brought by the Client against the Company under any Health and Safety Regulations, except where such exclusion of liability is prohibited by law.
- 17.5. All glazing supplied shall meet the relevant standards of the Glass and Glazing Federation. Area Cubed shall not be liable for any direct or indirect costs caused by spontaneous breakage due to nickel sulphide inclusions.
- 17.6. Area Cubed shall not be liable for compliance with building regulations in relation to the installation or use of our Goods. The Client shall be responsible for ensuring that all relevant regulations and permissions are sought and met in time prior to or on completion of installation, unless agreed otherwise in writing for each order.

18. TERMINATION

- 18.1. This Agreement shall (subject to any other agreement to terminate the Agreement at an earlier date), terminate automatically on completion of the provision of the Goods and Services and payment of outstanding Charges.
- 18.2. Without prejudice to any other provision contained within these Terms and Conditions, either party may terminate this Agreement by notice in writing to the other party in any of the following events:
- 18.2.1. the Client commits a material breach of the Agreement which is incapable of remedy; or
 - 18.2.2. the Client commits a material breach which is capable of remedy but which the Client fails to remedy within 14 days of written notice by the Company specifying the breach and requiring its remedy.
- 18.3. The Company and the Client may by notice in writing to the other terminate an Agreement if the other shall have a receiver or liquidator appointed, shall pass a resolution for winding up (otherwise than for the purpose of amalgamation or reconstruction), if a court shall make an order to that effect, if the other party shall enter into composition or arrangement with its creditor(s) or shall become insolvent. Such an event shall be deemed to be a material breach incapable of remedy.

19. CONSEQUENCES OF TERMINATION

- 19.1. Any termination of the Agreement howsoever caused shall not affect any accrued rights or liabilities of either the Company or the Client arising out of the Agreement.
- 19.2. On termination of the Agreement all provisions of the Agreement shall cease to have effect, save as to any provision which can reasonably be inferred as continuing or is expressly stated to continue which shall continue in full force and effect.

20. CONFIDENTIALITY

- 20.1. The Company shall divulge Confidential Information only to those employees who are directly involved in the delivery of the Service(s) and shall ensure that such employees are aware of and comply with their obligations in relation to Client confidentiality.

21. DATA PROTECTION

- 21.1. Area Cubed is a Data Controller and shall use Personal Data only for the purposes of fulfilling its obligations under this Agreement in accordance with its Privacy Policy;
- 21.2. Area Cubed shall put in place the technical and organisational measures necessary to ensure that Personal Data is protected against accidental or unlawful loss, destruction, damage, unauthorised access, use, modification, disclosure or other misuse.
- 21.3. Area Cubed shall only transfer Personal Data to a country outside of the EU if a finding of adequacy has been made in respect of the relevant country or, in the absence of a finding of adequacy, use an approved means to safeguard data as permitted under the GDPR;
- 21.4. The Client accepts and acknowledges that, in order to deliver the Services effectively and/or to meet the requirements of the Agreement, the Company may, from time to time, need to transfer Personal Data to a country outside of the EU.
- 21.5. The Client acknowledges and accepts that third party contractors may provide certain Services to the Company and the Client consents to Personal Data being processed by such third parties. The Company shall ensure that all third-party contractors are under a contractual obligation to process Personal Data in accordance with Data Protection Legislation. The Company will remain liable to the Client for the acts and omissions of such third-party contractors as if such acts and omissions were those of the Company.

22. PRIVACY RIGHTS

- 22.1. As permitted under Data Protection Legislation, We will store a Client's data for as long as necessary in order to provide our Services. Information associated with a Client's account will be kept for no longer than is needed for the purposes agreed, except where it is required for another legitimate purpose.
- 22.2. We may retain Personal Data from closed accounts in order to comply with legal requirements, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, enforce our Terms and Conditions, and to take any action permitted by law.
- 22.3. We do not pass Client's information to any third parties except those who have contractually agreed to abide by our service Terms and Conditions. Personal data will not be used or sold outside of the agreed Terms and Conditions.
- 22.4. We retain the right to respond to legal requests as necessary, which may include the disclosure of Personal Data.
- 22.5. Any Personal Data supplied to Us may be stored and processed by our servers located in the EU, or any other country that provides suitable and adequate security measures to protect the data. Data may be transferred in accordance with the relevant data protection laws.

23. NOTICES

- 23.1. Any notice pursuant to the Agreement shall be in writing signed by an officer of the Company or other authorised representative. Notices shall be delivered personally, sent by prepaid recorded delivery or by fax to the party due to receive such notice at the address of the party as notified when entering into the Agreement.
- 23.2. Any notice delivered personally shall be deemed to be received when delivered. Any notice sent by prepaid recorded delivery shall be deemed (in the absence of evidence of earlier receipt) to be received 48 hours after posting.
- 23.3. Any notice sent by fax shall be deemed to have been received upon receipt by the sender of the correct transmission report.

24. THIRD PARTY RIGHTS

- 24.1. The Client may not assign the obligations of this contract to any other party, unless agreed with the Company in writing. The Company may assign the contract and any benefits or obligations thereof at any time with notice to the Client.
- 24.2. Any entity who or which is not expressly a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement and the provisions of the Contracts (Rights and Third Parties) Act 1999 shall be expressly excluded.

25. DISPUTE RESOLUTION

- 25.1. In the case of any dispute arising out of this Agreement, such dispute or any disagreement may first be submitted to a mutually agreed arbitration service and arbitration shall follow the rules in effect. Any decision agreed at arbitration shall be final and binding upon the parties to this Agreement.

26. WAIVER

- 26.1. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 26.2. The rights and remedies of either party under an Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the other party nor any failure or delay by the other party in asserting or exercising any such rights or remedies.

27. SEVERANCE

- 27.1. If at any time one or more clause, paragraph, subparagraph or any other part of this Agreement is held to be, or becomes, void or otherwise unenforceable for any reason under any applicable law the same shall be deemed omitted and the validity and / or enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired.

28. VARIATION

- 28.1. No variation in the provisions of an Agreement shall be of any effect unless made in writing and signed on behalf of the Client and the Company.

29. ENTIRE AGREEMENT

- 29.1. This Agreement sets out the full extent of Company's obligations and liabilities in respect of the supply of the Goods and Services. All conditions, warranties or other terms concerning the Goods and Services which might otherwise be implied into this Agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

30. FORCE MAJEURE

- 30.1. In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout, the party shall not be deemed to be in breach of its obligations under the Agreement. The affected party shall notify the other party without delay and inform the other of the period for which it is estimated that such failure or delay will continue. The party agrees to take all reasonable steps to resume performance of its obligations as soon as possible. The affected party agrees to take reasonable steps to mitigate the effects of the force majeure event.

31. LAW AND JURISDICTION

- 31.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 31.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.