

Retail and Commercial Terms & Conditions of Sale

01.02.19

1. Interpretation

1.1 The definitions in this clause apply in the terms and conditions set out in this document:

Goods: the products that we are selling to you as set out in the Order.

Installation Services: the installation services as detailed overleaf which you agree to purchase from us.

Order: your order for the Goods and/or Installation Services as set out in the Order Confirmation Document.

Order Confirmation: shall have the meaning set out in clause 2.6.

Price: is as defined in clause 9.1 of these Terms.

Terms: the terms and conditions set out in this document and any special or additional terms and conditions agreed in writing by the company and recorded overleaf.

We, us or our: UK Garage Doors Ltd (co no. 8466595) TA The Garage Door Company Grantham, Smart Door & Shire Door Distribution whose registered address is UNIT 9 PRIEST COURT SPRINGFIELD BUSINESS PARK, CAUNT ROAD, GRANTHAM, NG31 7FZ

Writing: or **written** includes faxes and e-mail.

1.2 Headings do not affect the interpretation of these terms.

2. Our contract with you

2.1 (a) These are the terms and conditions on which we supply the Goods and or Installation Services to you;

(b) Please ensure that you read these Terms carefully, and check that the details on the Order are complete and accurate, before you sign the Order document or agree its contents by email. If you think that there is a mistake, please contact us to discuss, and please make sure that you ask us to confirm any changes in writing to avoid any confusion between you and us.

(c) Works or items which you may feel have been verbally agreed with our sales team are not included unless they are specifically written into the contract.

(d) We consider that these Terms and the Order constitute the whole agreement between you and us.

2.2 Any samples, drawings, or advertising we issue, and any illustrations contained in our catalogues or brochures, are produced solely to provide you with an approximate idea of the Goods they describe. The units specified on the Order will be manufactured according to the published specification, but pursuant to our policy of continuous improvements to our products, we must reserve the right to modify such specifications from time to time.

2.3 We may need to make changes to the specification of the Goods if required to conform with any applicable safety or other statutory requirements.

2.4 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.

2.5 The Order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion.

2.6 These Terms shall become binding on you and us when we receive written acceptance of the Order Confirmation Document at which point a contract shall come into existence between us. Written acceptance can constitute either a copy of the Order Confirmation Document as signed by you or an agreement by email.

2.7 You may at any time before any agreed delivery or installation date amend or cancel an Order by providing us with written notice. If you amend or cancel an Order, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Order until we receive your amendment or cancellation, except that where the amendment or cancellation results from our failure to comply with these Terms you shall have no liability to us for it.

2.8 We have the right to revise and amend these Terms from time to time. You will be subject to the policies and terms in force at the time that you order the Goods from us, unless any change to those policies or these Terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

3. The Goods

3.1 We warrant that on delivery the Goods shall:

- (a) conform in all material respects with their description (please note doors made from wood will always vary in appearance, particularly when finished wood stains are applied. Each tree has individual characteristics, some wood stain colours when applied may appear lighter or darker and we can take no responsibility for colour variation or matching existing colours and will not enter into any discussions in this regard);
- (b) be of satisfactory quality;
- (c) be fit for any purpose we say the Goods are fit for or for any reasonable purpose for which you use the Goods;
- (d) be free from material defects in design, material and workmanship (please note that we cannot accept liability for imperfections of a minor or insignificant nature – where minor or insignificant is defined by either the manufacturer or where applicable DHF guidelines); and
- (e) comply with all applicable statutory and regulatory requirements.

3.2 This warranty is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or trading standards office.

3.3 This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Goods in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.

3.4 We will take reasonable steps to protect the Goods properly and to ensure that you receive your order in good condition.

3.5 These Terms apply to any repaired or replacement Goods we supply to you in the unlikely event that the original Goods are faulty or do not otherwise conform with these Terms.

4. Defective goods and returns

4.1 In the unlikely event that the Goods do not conform with these Terms, please let us know as soon as possible after delivery. Subject to clause 4.3 we will check whether the Goods are faulty and if so we will:

- (a) provide you with a full or partial refund; or
- (b) replace the Goods; or

(c) repair the Goods.

4.2 These Terms will apply to any repaired or replacement Goods we supply to you.

4.3 If any due payment is outstanding we may refuse to carry out remedial works (including any guarantee provisions) where reasonable.

5. Delivery

5.1 Delivery and/or installation dates suggested and marked on the Order Confirmation Document are estimates only and subject to our written confirmation. Whilst we will use reasonable endeavours to effect delivery and complete installation by estimated dates, you shall not be entitled to terminate this contract by reason only of our failure to effect delivery or complete installation by the estimated dates.

5.2 We will endeavour to meet the estimated time-frame for delivery and installation. In the event of delays in completing works, you will be kept informed. If there are any special circumstances which make the estimated completion date particularly important, these should be notified to us in writing prior to you placing the Order.

6. Installation

6.1 We will carry out only the Installation Services shown on the Order Confirmation Document and on any final survey sheet.

6.2 You will permit us (and our agents, employees and contractors) access to the installation site at all reasonable times so that we may complete the installation between the hours of 8.00am and 5.30pm.

6.3 Neither us (nor our agents, employees or contractors) will be responsible for any structural defects or underground obstructions existing in the installation site at the time of commencement of the works and which become evident as the Installation Services progress.

6.4 We cannot accept liability for imperfections of a minor or insignificant nature.

6.5 We will rectify any damage to plastering caused during installation to the areas close (in our reasonable opinion) to the items being replaced, but we cannot undertake to match exact finishes such as external rendering.

6.6 We will take the upmost care when removing doors & lintels where tiling has been fitted up to the doors & lintels, but can take no responsibility or accept any liability for damaged tiles which break under flexing when removing doors as it is almost certain that tiles will break in this situation.

6.7 It is your responsibility to clear sufficient space within the garage for us to work. The space required will be a minimum of 2m back into the garage clear with 200mm cleared at either side behind the brick returns (if present). If further clearing or removal of shelves and cupboards etc is required it will be detailed by our surveyor.

6.8 If the work requires the removal of fascia and guttering during the installation or movement of a lintel it is to be expected that we will be required to attend up to 7 days later to re-fix these fascias or guttering's. This provides suitable time for any mortar or fixing points to harden

6.10 We are not permitted to move gas pipes and electrical cables attached to or running through existing door frames or lintels. It is your responsibility to arrange with your provider for the relocation of these, either before or during installation. If this is required it will be detailed in the Order Confirmation Document

6.11 It is your responsibility to ensure that any alarm systems attached to doors or windows which are to be replaced are disconnected before installation (and replaced and connected following installation).

7. Completion

7.1 A Job is deemed to be completed once our Fitting Details document is signed by you, or by someone authorised by you to sign on the day of the fit.

7.2 By signing the Fitting Details document you are confirming that; you have examined the product and installation, you been show the full and proper operation of the door and/or motor by a member of our fitting team and are fully happy with the installation and product.

7.3 If you are not happy with the product or installation you must at first advise this to the fitting team on the day so they can rectify any issues you may have. If they are not able to rectify on the day of fitting we will be in contact with you to arrange a suitable to time to rectify or complete works.

7.4 We undertake that we will attend to rectify or complete any outstanding works as soon as is reasonably possible. If we require parts to be supplied by a manufacturer it should be noted that this timescale, particularly in respect of custom painted doors, can range from 1 - 6months from the notification of any defect.

8. Approvals

8.1 Unless otherwise agreed it is your responsibility to obtain all relevant and necessary approvals, including but not limited to any deed of covenant or landlord approval and/or those from local authorities in respect of building regulations, planning permission, alterations to listed buildings or alterations carried out in a conservation area. We are not responsible for payment of the costs incurred in gaining these approvals and they are not included in our quote for work. We cannot be held responsible for any delay in completion of the contract, or other loss directly arising from your failure or delay in obtaining any of the above. Any costs associated with taking down or removing an installation in these circumstances will be the chargeable to you.

8.2 Any additional work found to be necessary subsequent to this contract being entered into in order to obtain or comply with any statutory or other approval or consent will (if undertaken by us) be charged to you in full.

9. Title and risk

9.1 The Goods will be your responsibility from the time of delivery.

9.2 Ownership of the Goods will only pass to you when we receive payment in full of all sums due for the Goods, including delivery charges.

10. Price and payment

10.1 The Price shall be the sum set out in the Order Confirmation Document and shall be paid as follows:

(a) For jobs to a value of up to and including £4,000 - supply and fit:

(i) the full 100% on completion of the installation.

(b) For jobs over a value of £4000 - supply and fit:

(i) a deposit of 20% of the Price

(ii) the final 80% of the Price payable on completion of the installation.

(c) For all products - supply only:

(i) 100% of the Price payable within 30 days of delivery

(d) For all commercial tendered contracts

(i) In line with the specific contract terms of that tender, if non are stated then 100% of the price payable within 30days of installation.

10.2 These prices include VAT as detailed. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you

have already paid for the Goods in full before the change in the rate of VAT takes effect.

10.3 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 5% a year above the base rate of HSBC plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

10.4 In the event of any minor defect with or damage to components such as but not limited to panels & lathes, glass, handles, hardware, weather seals and the like, under the terms of the contract the installation will be deemed practically complete and the final balance will become payable. In these circumstances the company will accept the customer withholding a retention of 10% of the outstanding balance until the defect is resolved. Upon resolution payment is required without delay.

10.5 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend any other outstanding Order until you have paid the outstanding amounts.

11. Our liability to you

11.1 Subject to clause 10.3 below, if we fail to comply with these Terms, we are only responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if there was an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

11.2 We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purpose. Unless specifically sold as part of a contracted tender.

11.3 We shall not be responsible for losses or damages that fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of profit;
- (c) indirect loss;
- (d) consequential loss;
- (e) loss of business;
- (f) loss of anticipated savings;
- (g) loss of data; or
- (h) damages for disappointment or inconvenience, however, this clause 10.3 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

11.4 Our total liability to you in respect of all losses arising under or in connection with the contract shall not exceed the total amount paid by you under the contract.

11.5 We do not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

12. Consumer Rights

12.1 Where the contract you enter into with us is one to which the Consumer Protection (Distance Selling) Regulations 2000 apply you may cancel the contract without liability within the period of 7 working days from the date the contract is formed, provided that the right to cancel the contract will not exist where we have already commenced performance of the Installation Services agreed. To waive your rights to cancel in this 7 working day sign our 7 day waiver letter.

12.2 Where the contract you enter into with us is one to which the Cancellation of Contracts Made in a Consumer's Home or Place of Work etc Regulations 2008 ("**the 2008 regulations**") apply you may cancel the contract within the period of 7 days from the later of the date the contract is formed and the date you are given notice of your rights to cancel under the 2008 regulations ("**the cooling off period**"). If we have commenced performance of our obligations in the cooling off period then you will be liable for the costs we incur prior to your cancellation. The right to cancel under the 2008 regulations will not apply if you have agreed to waive your rights to cancel in the cooling off period.

12.3 To cancel the contract you must inform us in writing in accordance with clause 2.7.

12.4 No provision of these terms and conditions will adversely affect the rights of any Consumer (as defined in the Unfair Contract Terms Act 1977, the Unfair Terms in Consumer Contracts Regulations 1999 and Consumer Protection (Distance Selling) Regulations 2000).

13. Events outside our control

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (a "**Force Majeure Event**").

13.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- (a) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (b) fire, explosion, inclement weather, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (d) impossibility of the use of public or private telecommunications networks;
- (e) the acts, decrees, legislation, regulations or restrictions of any government.
- (f) pandemic or epidemic.

13.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

14. Transfer of rights and obligations

14.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

14.2 You may not transfer your rights and obligations under these Terms to any other person. However you may transfer your warranty for the product installed within this contract on the payment of £75 plus VAT should your property be sold.

15. Notices and communications

If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by e-mail, by hand, or by pre-paid post to The Garage Door Company Grantham, Units 1-2 Partnership House, Withambrook Park, Grantham, NG31 9St. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the Order.

16. General

16.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

16.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

16.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

16.4 These Terms shall be governed by English law and we both agree to the exclusive jurisdiction of the English courts.

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