

## Terms and condition on which Wessex Garage Doors Limited provides its services and purchases goods

Wessex Garage Doors provides its services and purchases goods for its customers on the following terms and conditions

Please read these terms carefully before you submit your order to us. These terms tell you how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think there is a mistake in these terms, please contact us to discuss either by phone on **01737 373444** or by email at **[info@wessexgaragedoors.co.uk](mailto:info@wessexgaragedoors.co.uk)**.

You should keep a copy of these terms and conditions for your records.

### 1.0 The meaning of some words used in these terms and conditions

"we", "us" or "our" is a reference to **Wessex Garage Doors**;

"you" or "your" is a reference to the person to whom we are providing our Services or supplying Goods and who is required to pay for the Services we provide and the Goods we supply;

"Goods" means the goods, which we shall buy for you and which you will pay for, as detailed in the order form;

"Premises" means the place where we will provide the Services; and

"Services" means the Services relating to the installation of the Goods. The precise Services we will be providing to you will be stated in the order form and as we agree from time to time.

"Event" means any of the following (i) if you breach a term of this contract (ii) you take or have taken against you any step or action towards you entering bankruptcy, administration, provisional liquidation, any composition or arrangement with your creditors, applying to court for obtaining a moratorium, being wound up (whether voluntarily or by the court), being struck off the register of companies, having a receiver appointed, cease to suspend or suspend your business, your financial position deteriorates, if you are an individual you die or become unable to manage your own affairs.

### 2.0 Entering into a legally binding contract

2.1 A contract between you and us will come into being in one of two ways:

- (a) when you sign the order form we and you will enter into a legally binding contract on the date you sign; or
- (b) where you and we agree orally that we should provide the Services and/or the Goods then there will be a legally binding contract on the date of our oral agreement.

2.2 If we cannot accept your order, we will inform you of this and will not charge you for the Goods or Services. This might be because the Goods are out of stock, because we have identified an error in the price or description of the Goods or because we are unable to meet a delivery deadline you have specified.

2.3 When entering into the contract you warrant to us that you:

- (a) have the right to contract with us to supply the Goods and Services at the Premises where they are to be delivered to and installed; and
- (b) will supply us with such information, rights of access, and mains electricity that we may reasonable require in order to deliver the Goods and perform the Services and/or check the Goods and their installation where you notify us about a problem with them.

### 3.0 Goods

3.1 You and we shall agree the Goods that you wish us to buy (except where you have allowed us to decide what Goods to purchase).

3.2 Unless agreed otherwise, we will arrange for the Goods to be delivered to the Premises.

Once the Goods are delivered to you at the Premises it will be your responsibility to look after the Goods (and no longer our responsibility to look after the Goods). If you delay delivery after we and you agree a date for delivery, then we will not be responsible for the Goods after the agreed date of delivery whether or not the Goods have been delivered (unless any damage which the Goods suffer is due to our negligence).

3.3 Should no one be available to sign for the Goods upon delivery, any damages and/or shortages must be reported to us within 2 working days, otherwise no responsibility can be accepted by us.

3.4 The Goods will be in accordance with legal requirements, be of satisfactory quality, meet any description concerning them and be fit for the normal purposes. **However, as the Goods are individually handcrafted products manufactured to your specific order, there are occasions whereby the Goods shall have minor differences to the description given in the brochure, including but not limited to:**

- (a) **small blemishes as a result of the nature of the product and the hand finishing processes used. There are within the manufacturers tolerance and are not usually visible to the naked eye when viewed from a 3 metre distance;**
- (b) **woodgrain can display colour variations across their surface, and the colour can vary from door to door;**
- (c) **translucency may vary slightly when viewed from the inside due to minor variations in laminate thickness. This is not considered to be a manufacturing defect and does not affect overall performance; and**
- (d) **size and deflection can be affected due to the natural curing process. A tolerance of +/- 2mm per linear metre is deemed acceptable. Up and**

**over doors in the 'open' position will display a level of vertical deflection or 'sag' across the width of the panel and up to 6mm per linear metre is within design tolerance.**

- 3.5 Prior to the Services taking place, the Goods should be stored out of direct sunlight and away from exposure to rain as colour fading and/or staining may result.
- 3.6 Timber Goods should be finished using a micro-porous stain, front and back in accordance with the stain manufacturer's instructions after fitting.
- 3.7 Subject to clause 3.4, and to the receipt of full payment for your order, we offer a 12 month installation warranty supported further by the Goods' manufacturer's warranty from the date of the Services (**the "Warranty Period"**). Should any defect occur, save for those noted at clause 3.8, during the Warranty Period we will, at our sole discretion, either repair or replace the defective item free of charge (**the "Warranty"**).
- 3.8 The Warranty at clause 3.7 does not extend to cover natural variations in colour, warping, swelling or shrinkage due to the ordinary natural processes of ageing, fading or the effects of weather or climate nor does it cover the incidence of similar degradation which could have been prevented by carrying out finishing procedures as recommended by us but which do not form part of the Services.
- 3.9 We will assume that all information, measurements and facts (**"Measurements"**) that you provide are accurate and true. We will not accept liability for any loss or damage caused where we reasonably perform our Services in reliance of these. We will be responsible for any Measurements we make or provide.
- 3.10 Where the original opening is out of square, even if this only becomes apparent after installation of the Goods, our fitter shall seek to install the Goods to operate as efficiently as possible within that opening.

#### **4.0 Providing the Services**

- 4.1 We shall provide the Services to the place noted in the order.
- 4.2 Where Services are to be performed in relation to the Goods, we assume that:
- (a) any supplies of such things as electricity and water are available;
  - (b) protect your items or possessions from the effects of us performing the Services;
  - (c) existing systems, goods, wiring, pipes, electricity, gas, walls etc. to which Goods are to be connected, added etc. are in good working order and suitable for the installation, fitting or configuring of the Goods; and
  - (d) if the Goods are to be connected to other goods or systems then such connection is suitable and permitted (either by the manufacturer or maker or by law).
- 4.3 In respect of 4.2(c) where we believe that any existing timbers are unsuitable for installation purposes, we shall inform you of this at the time of quotation. Any judgement made by our representative is made in good faith and no responsibility is accepted for the continued suitability of the existing timbers, where this has been brought to your attention.
- 4.4 When providing the Services, we will require there to be a clear area, approximately 2 metres squared either side of the opening, prior to installation commencing.

- 4.5 Should you not allow us access to the area to provide the Services, or the area is not clear in accordance with 4.4, we may charge you up to a maximum of £250 for/all related costs incurred as a result of the disruption and delay.
- 4.6 Our aim is to always provide you with the Services:
- (a) using reasonable care and skill;
  - (b) in compliance with commonly accepted practices and standards; and
  - (c) in compliance with consumer laws and regulations in force at the time we are carry out the Services.
- 4.7 Unless we agree otherwise we will provide the Services on normal working days and start work no earlier than 8am and finish work no later than 6pm. A normal working day for us means Mondays to Saturdays, excluding any bank or other National Holidays.
- #### **5.0 Timing**
- 5.1 We aim to carry out the Services and the delivery of the Goods by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:
- (a) we will start performing the Services by a specified date or time;
  - (b) we will complete the performance of all the Services by any specified date or time;
  - (c) the performance of any individual part of the Services will be completed by a specified date or time; or
  - (d) the Goods will be delivered at the times or dates specified.
- 5.2 If we do not start or complete performing the Services within a reasonable period of a minimum of 14 days from the date(s) we have agreed or notified, then you may either choose either to continue to wait until we can start performing the Services or complete performing them or you can cancel the contract.
- 5.3 We estimate there to be a lead time of 6 weeks between conclusion of the order and delivery to our premises of the Goods. Any delivery or supply date or time specified by us in any order or otherwise is a best estimate only and we will not be liable to you for any loss or damage sustained by you if we fail to meet that time scale because of circumstances beyond our reasonable control.
- 5.4 There are certain situations or events which occur which are not within our reasonable control, including but not limited to those listed below at 5.4(a) to 5.4(g). Where one of these occurs we will normally attempt to recommence performing the Services as soon the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.
- (a) where weather conditions make it impossible or unsafe for us to perform any of the Services;
  - (b) if the Goods are not delivered on the date or at the time agreed with the supplier of the Goods (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);

- (c) where you make a change in the Services you wish us to perform (and this results in, for example us having to do further work or wait for new or different Goods);
- (d) where we have to wait for other providers of Services (who have been engaged by you) to complete their work before we are able to perform the Services (or the relevant part of the Services dependant on the other provider);
- (e) where we are unable to gain access to the Premises to carry out the Services at the times and dates we have agreed with you;
- (f) where the areas in the Premises have not be readied by you as we and you have agreed in order for us to perform the Services; or
- (g) for other some unforeseen or unavoidable event or situation which is beyond our control.

## **6.0 Price, estimates and payment**

- 6.1 Where we have provided estimates for the Goods and Services to you, these shall remain valid for up to 30 days after the date of issue. The issuing of an estimate does not create a contract between us and you.
- 6.2 Estimates do not include a cost for the removal of old doors from the premises or for decoration unless specifically stated.
- 6.3 The provided estimate may be increased, this can occur for a number of reasons, in particular where:
  - (a) what you require us to do changes, or the amount of work or Services you require us to provide increases or is different to what we and you agreed before we started performing the Services and as stated in the estimate; or
  - (b) when we start performing the Services, it becomes apparent that the quantity of Services we will need to perform or the type of work that is involved is different to what we agreed before we started performing the Services and we could not reasonably foresee this before we started performing the Services.
- 6.4 A deposit of 50% of the contract price is required when your order is placed. This payment shall be forfeited to us on account of damages in the event of your breach of contract, see clause 8 for details.
- 6.5 Payment of the remaining sum due under the contract must be made prior to installation.
- 6.6 (a) Title to the Goods shall not pass to you until we receive payment in full:
  - (i) for the Goods; and
  - (ii) for any other Goods which we have supplied to you, in which case title to the Goods shall pass at the time of payment of all such sums.
- (b) Until title to the Goods has passed to you, you will:
  - (i) store the Goods separately from all other goods held by you so that they remain separately identifiable as either our or the supplier's property;
  - (ii) notify us immediately if you become subject to an Event;
  - (iii) give us such information as we may reasonably require from time to time relating to:
    - (a) the Goods; and
    - (b) your ongoing financial position.

- (c) At any time before title to the Goods passes to you, or if an Event occurs, we may recover the Goods and you irrevocably license us, our officers, employees and agents, to enter any of your premises to recover any Goods in which title has not passed to you.

- (d) We may at any time after delivery of the Goods elect to transfer title in the Goods to you, in which case you shall immediately pay in full for the Goods.

- 6.7 All amounts stated (whether orally or in writing) are exclusive of VAT, which will be added at the rate currently in force, unless otherwise stated.
- 6.8 If you fail to make payment by the date or time we and you agree we may charge you interest (at the Bank of England's base interest rate plus 3%) on any outstanding amounts if those outstanding amounts remain unpaid for more than 7 days from the date of our invoice or when we asked you first to pay them. Such interest shall accrue on a daily basis until actual payment of the overdue amount.
- 6.9 You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services. You will be entitled only to refuse to pay no more than a proportionate amount of any amount due.

## **7.0 Exclusion and limitation of liability**

- 7.1 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.
- 7.2 We shall only be liable for any loss of damaged suffered by you which is reasonably foreseeable consequence of a breach of this Agreement. In the event that any loss or damage suffered by you relates to actions taken by you then we exclude all liability and in particular we exclude all liability for loss of profits or other economic loss arising of a breach of this contract.

## **8.0 Cancellation**

- 8.1 Once we and you enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract.
- 8.2 If we agree to cancel, we reserve the right to make any cancellation charge sufficient to cover all expenses and handling charges and in any event a minimum of 25% of the total order value will be charged.
- 8.3 In the circumstances stated in clause 8.2 we will first deduct the amounts for which you are responsible from any deposit you have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit we will return invoice you for the amount in excess of the deposit.
- 8.4 If you:
  - (a) purport to cancel the contract;
  - (b) give notice purporting to cancel; or
  - (c) otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract, we do not have to accept your cancellation except as provided in clause 8.2 or as otherwise provided for in this contract. However, we may choose to accept cancellation, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our



reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained.

#### **9.0 Amendments to the contract terms and conditions**

9.1 We will have the right to amend the terms and conditions of this contract where:

(a) we need to do so in order to comply with changes in the law or for regulatory reasons; or

(b) we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.

9.2 Where we are making any amendment we will give you 7 days' prior notice (unless the contract is terminated before that period).

#### **10.0 Provision or part-provision of these terms**

(a) If any provision or part-provision of these terms becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

(b) If any provision or part-provision of these terms is deemed deleted under clause 10(a), we shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### **11.0 Contacting each other**

If you wish to send us any notice or letter then it needs to be sent to Wessex Garage Doors, The Old Fire Station, Brighton Road, Banstead, Surrey, SM7 and should be marked for the attention of The Contracts Manager. If we wish to send you a letter or notice we will use the address you have given on the order form.

#### **12.0 Contracts (Rights of Third Parties) Act 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

#### **13.0 Law and jurisdiction**

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.

I, \_\_\_\_\_ (name)

have read, understood and accept The Corporate Door Company Ltd Terms and Conditions.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_