

CONDITIONS OF SALE

1. Definitions

- 1.1 'Buyer' means the person who buys or agrees to buy goods from the Seller.
1.2 'Conditions' means the terms & conditions of sale set out in this document & any special terms & conditions agreed in writing by the Seller
1.3 'Delivery/Installation Date' means the date specified by the Seller when the goods are to be delivered/Installed
1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller.
1.5 'Price' means the price for the Goods excluding VAT.
1.6 'Seller' means Advance Shutters Ltd of The Barn, Rear of 98 Ashley Lane, Hordle, Lymington, Hants, SO41 0GA

2.0 Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer.
2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
2.3 Acceptance of delivery/installation of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
2.4 Any variation to these Conditions (including any special terms & conditions agreed between the parties) shall be inapplicable unless in writing by the Seller.

3.0 The Price and payment

- 3.1 The Price shall be the price set out in the Quotation/invoice overleaf. **Quotation valid for 30 days from date shown** unless otherwise stated or notified by telephone, email, fax or letter. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
3.2.1.1 Payment of the Price and VAT is to be paid on completion of the installation on the installation day. Keys or remote controls will be handed over to the buyer upon payment of completed job, unless otherwise agreed with the seller. If the goods are supply only, payment is to be made upon ordering.
3.2.1.2 Accepted methods of payment are cash, cheque, direct bank payment, debit and credit cards. Credit card payments are subject to a 2.0% surcharge.
3.3 Interest on overdue invoices shall accrue from the date when payment becomes due each day until the date of payment at a rate of 10% pa, rate subject to change.

4.0 The Goods

The quantity and description of the Goods shall be as set out in the Seller's quotation/invoice.

5.0 Warranties and liability

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded. Any warranty or guarantee given is a manufacturer's warranty only, copy available upon request. Warranty does not cover external influences ie; fire, salt ingress, alkaline solutions abnormal environmental conditions and prime coastal sites. Any parts & labour required are chargeable unless covered by your manufacturer guarantee.

ALL GOODS ARE TO BE MAINTAINED TO THE MANUFACTURERS TERMS & CONDITIONS TO ENSURE VALIDITY OF ITS WARRANTY

ie; garage doors are to be kept washed down with warm soapy water & it is recommended all products are serviced regularly by a garage door specialist

ie; Gates are to be regularly treated & it is recommended all products are serviced regularly by a gate specialist

Tampering with our installation will render your warranty/guarantee void.

- 5.1 Timber gates are covered by a workmanship warranty only and are not covered for natural aging, discolouring, or movement
5.2 **No guarantee is given to the range of any remote controls.** The seller will always endeavour to do what they can, to obtain the recommended range given by the manufacturers, but on occasions, invisible external atmospheric interference can impair the range on equipment which is beyond the control of the seller and for which the seller cannot be responsible.
5.2.1 In all cases all garage doors have to be installed square & level, the seller cannot be held responsible for uneven brickwork which would leave uneven gaps down the sides or for uneven floors which may result in a gap under one side of the door or a larger gap one end to the other. In all installations The fitters will endeavour to make the appearance as uniform as possible.

- 5.3 **Any Guarantee/Warranty given is for the named buyer at the installation address held on our system and is not transferable to new owners or re-located products**

6.0 Approvals

It is the sole responsibility of the Buyer to make any enquiries deemed necessary and to ensure that all approvals and consents whether from planning authorities, other departments of the Council, freeholders or any other body are met/satisfied and the Seller will not be responsible in any way concerning such matters.

7.0 Delivery/Installation of the Goods

- 7.1 Delivery/Installation of the Goods shall be made to the Buyer's address or to such other address set out in writing in Quotation on the Delivery/installation Date.
7.2 The Delivery/Installation Date is given as accurately as possible but is not guaranteed. The Buyer shall have no right to damages, including re-imburement of costs or labour or to cancel the order for failure on the part of the Seller to meet the Delivery/Installation/completion Date. In the event of the Seller exceeding the Delivery/Installation Date by more than 45days the Buyer shall be entitled to serve written notice of cancellation & be entitled to return of any deposit paid.
7.3 The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery/installation
7.4 **Where the accepted quotation provides for installation by the Seller the Buyer must ensure that the installation area is clear to enable installation work to be started without delay. (Mostly 3m back inside including sides & entrance clear)**
7.5 **In the event of any non-compliance by the Buyer with clauses 7.3 and 7.4 herein the Seller reserves the right to levy a labour charge for re-booking or additional work required to enable installation to take place.**
7.6 Any packaging or old doors will be removed from site after installation by the Seller. (a charge may apply for disposing timber,GRP/fibre glass doors)
7.7 Our standard of work is of a superior quality and all effort is made to carry out the installation without disturbing any decoration or brickwork etc, unfortunately on occasions minimal damage is unavoidable and the seller is not liable for any re-decoration, pointing, painting or re-building work.

8.0 Acceptance of the Goods

- 8.1 The Buyer shall be deemed to have accepted Goods 24 hours after delivery/installation to the Buyer.
8.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

9.0 Cancellation of order

The buyer shall have no right to cancel due to late delivery/installation as per clauses 7.2, all cancellations of orders by the buyer must be in writing and authorised by the seller. Any cancellation or re-stocking charge levied by the manufacturer will be passed onto the buyer. Once made to measure items have been manufactured cancellation is no longer possible.

10. Title and risk

- 10.1 In spite of delivery and/or installation having been made title in the Goods shall not pass from the Seller until the Buyer shall have paid the Price plus VAT in full and no other sums whatever shall be due from the Buyer to the Seller under the terms of this Contract. The Buyer agrees that the Seller maintains the right to gain access to the delivery/installation site, where necessary, to recover possession of any Goods for which the Seller has undisputed title due to non-payment by the Buyer.
10.2 Until title in the Goods passes to the Buyer in accordance with clause 10.1 herein the Buyer shall hold the Goods on a fiduciary basis as Bailee for the Seller.
10.3 Risk shall pass on completion of the installation of the Goods or in cases not involving/requiring installation then on delivery of the Goods.

11. Remedies of Buyer

- 11.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.
11.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.
11.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

12. Proper law of contract

This contract is subject to the law of England and Wales

- 13 **Cooling off period** - By signing without ticking the 'Right to Cancel' box, the buyer agrees to proceed with the order as detailed and work to commence prior to the expiry of the statutory fourteen day cancellation period.

Should the buyer wish to retain the right to cancel within 14 days, the buyer may sign to confirm acceptance of order, tick the 'Right to cancel' box, the buyers order will then be held until the 14 days have passed.

This document acts as the buyer's cancellation of notice of right to cancel. The buyer understands that if they wish to cancel the contract within the fourteen days will be asked to pay for any work or goods that have been carried out, goods in production or any handling fees levied by the manufacturer prior to cancellation.

- 14 Complaints procedure – We always endeavour to provide the best service and products for our customers. However, should you have a complaint, please contact us by email on info@advanceshutters.co.uk or by mail to Advance Shutters Ltd, 98 Ashley Lane, Hordle, Lymington, SO41 0GA, as soon as you can in order that we can rectify any problems as soon as possible. We aim to respond within 3 working days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised. Where we are unable to resolve your complaint using our own complaints procedure, as a Which? Trusted Trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event that we cannot remedy your complaint to your satisfaction you may wish to refer your complaint to them. If you wish to do so please contact Which? Trusted Traders on 0117 881 2929 or via their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>

All Specifications from us & the manufacturers are correct at time of print. We & the manufacturers reserve the right to alter specifications without notification.