



## **Terms & Conditions of Contract for the Supply and Installation of Fencing, Gates and associated devices and accessories for Trade & Commercial Customers**

### **General Terms**

1. Typographical, clerical or other errors or omissions in any quotation or acknowledgement of order issued by us shall be subject to correction without any liability on our part.
2. Goods are made to order to your specifications and may not be returned for credit or refund should they meet the specification agreed at the time of ordering or in subsequent notices acknowledged by us.
3. The specification of the services and plant required for works are detailed in our acknowledgement of your order.
4. We reserve the right to make changes to the specification at any time to conform to any applicable safety or other statutory requirement as part of our continuous improvement programme or to accommodate site conditions.

### **Prices**

1. All quotations are based on prices detailed in our acknowledgement of your order. In certain instances, where external costs to us have risen significantly due to factors beyond our control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, plant, materials, subsistence, accommodation or other costs associated with the works) between the date your order was placed and the delivery date, the price will be recalculated accordingly and advised to you as soon as we are able.
2. Due the fluctuating nature of prices for raw materials, quotations for the supply of goods are valid for 30 days unless otherwise specified, after which they may be subject to change without notice. Any change to the delivery date, installation date, quantity or specification for the goods or materials to be installed requested by you or any delay caused by changes made by you may result in a change to the quotation.
3. Only in exceptional circumstances will we increase the price of the goods to you within 14 days of your acceptance of our quotation if the specifications of the works to be carried out remain unchanged.

### **Payment Terms**

1. We will invoice you for cost of goods in full at the time of receiving your order unless agreed in writing by us. 80% of invoice total will be payable on receiving the invoice. No goods will be ordered until this payment has cleared. The final 20% will be paid on completion.
2. The payment due date and acknowledgment of order forms the essence of the contract between us. Without prejudice to any other rights due to us, should you fail to pay our invoice by the due date, any discounts agreed may be withdrawn and interest will be charged on the overdue amount from the date on which payment was due to that on which is made, on a daily basis at a rate of 4% above the base rate from time to time quoted by NatWest. You will also incur liability for all costs and expenses (including legal costs) incurred by us in the collection of any overdue account. These interest charges will be compounded with 3 monthly rests.

### **Quality and Description**

Subject to the terms detailed in the below, the goods and works supplied shall:

1. Conform in quality and description to the particulars stated in the order.
2. Be of sound workmanship.
3. Be equal in all respects of any written specifications provided unless otherwise provided.
4. Be fit for the purpose indicated in the order either expressly or by implication.

### **Your responsibilities to us**

1. You will carefully examine the goods and works on delivery and throughout the installation process and will notify us in writing of any defect or other failure to comply with the contract within 24 hours of discovering the faults, thereby allowing us to remedy the fault while still on site. This in no way replaces your right to examine the works on completion and to notify us at that time of any snagging issues that may arise.

### **Limitation of Liability**

1. Subject to the terms contained in this document, the goods and works are not supplied with, or subject to, any condition, warranty or other terms unless specifically stated by or agreed to by us in writing save that they will be fit for purpose.
2. Except under the terms contained in sub-paragraphs (1) and (2) above or in respect of death or injury caused by our negligence, our liability to you is limited to the cost of the goods and works supplied to you.

3. Except under the terms contained in sub-paragraphs (1) and (2) above, we will not be under any liability meet any cost or expense incurred by you in replacing goods or repairing works unless we are first given a reasonable opportunity of carrying out repairs.

#### Cancellation of Goods and Suspension of works

1. These terms and conditions shall be binding unless agreed in writing between us.
2. Goods are made to your specifications and orders may not be cancelled without payment in full once materials have been procured by us to manufacture the goods.
3. Because our works teams are selected and scheduled in advance, orders from you for the supply of installation services and plant that have been accepted by us may not be cancelled except with our prior agreement and only on the basis that you agree to indemnify us, in full, against all losses (including but not limited to loss of profit, recovery of costs including costs for labour, plant, subsistence, accommodation and materials used to date, damages, charges and expenses) incurred by us as a result of your cancellation or suspension of works.
4. Works already carried out on the basis of your order and costs associated will be charged to you along with any additional charges incurred by us in the suspension or cancellation of your order.

#### Credits

1. Goods supplied by us and works carried out by us or our authorised contractors which are not defective and which conform to the specification and contract may not be rejected without our written agreement and only in exceptional cases.

#### Timing & Site Conditions

1. We will do our best to meet the delivery and completion deadlines for goods and works as agreed between us. These dates are provided in good faith given the information available at that time and we will not be liable in the event of the delivery period being exceeded or accelerated due to unforeseen circumstance, including ground and weather conditions and dependence on materials being on site and delays caused by other contractors on related works.
2. It is your responsibility to ensure that our vehicles have proper access on a hard road surface to and from the site so that the goods or materials can be off-loaded efficiently.
3. If you fail to take delivery of any goods or material for the works at the time stated for delivery, other than for reasons beyond your control, then without prejudice to any other right or remedy available to us, we will store the goods or materials until an alternative delivery date is agreed and will charge any reasonable costs, including insurance, for providing that storage.
4. Unless expressly stated otherwise in writing, it is a condition of the quotation or order for the supply of goods and the installation works that the site is clear and free from obstacles including hedges, trees, pipes or cables, buildings or existing fencing on the new fence line. Should the site contain obstacles, we will be entitled at our option either to refuse to off-load the goods or to carry out the installation and charge for costs incurred to date or to clear the site on your behalf at your cost, or to erect the fence or gate in such a position as we, at our discretion, think fit. We will not be liable for any damage to pipes or cables or any other underground connection however caused and will charge for arranging or doing any remedial work required as we may at our discretion think fit.
5. Where the fence line or post locations for gates contain bricks, stones, flints, chalk or other impediment to post driving, we will be entitled to make additional charges for the works above the agreed price to cover the additional time expended on site.
6. We reserve the right to supply and install, at your cost, additional materials required for any fence erection, gate installation or related works beyond those included in the quotation or order should they be found to be necessary.
7. On delivery of the goods, you shall be deemed to have accepted the goods unless you notify us in writing of any faults within 7 days of delivery.
8. On completion of the works, you shall be deemed to have accepted the works unless you notify us in writing of any snagging within 7 days of completion.
9. We will when notified of a fault, snag/snagging aim to remedy any faults within 2 weeks of receipt of your notification.

#### Passing of Property and Risk

1. Risk of damage to or loss of goods or materials on site from delivery of goods and throughout the works schedule is to be covered by your insurance.
2. Ownership of goods and the works will not pass to you until full payment for the works has been received by us.

#### Limitation

1. No representative of ACCESS CONTROL LTD other than a Proprietor has any authority to agree any other or additional terms or conditions or to vary or waive any of the terms or conditions contained in this document and then only if he does so in writing.

#### Advice and Recommendation

1. We make every effort to ensure that any advice given to you concerning the goods and works is correct given the information provided and the scope of a site visit when one takes place, however your decision to follow or act upon it is entirely at your own risk and consequently, we will not be liable for any such advice or recommendation