

## WINDLESHAM GATES LTD - TERMS & CONDITIONS

These terms and conditions apply to all aspects of business carried out by the Windlesham Gates Ltd (WINDLESHAM GATES LTD).

Please ensure that you are in possession of the latest update. WINDLESHAM GATES LTD reserves the right to introduce any new clause at any stage.

### 1. INTERPRETATION OF WORDS AND PHRASE

1.1 Some of the words and phrases in these General Terms mean specific things. They are capitalised all the way through and explained in the Defined Terms section at the end of these General Terms.

1.2 In these General Terms, unless the context otherwise requires:

1.2.1 the words 'include', 'including' or 'for example' do not limit something to just the examples that follow;

1.2.2 any reference to a 'party' or one of us includes that party's personal representatives, successors and permitted assigns;

1.2.3 any reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns; and

1.2.4 any headings in these General Terms are included for convenience. They will not have any effect on the interpretation of these General Terms.

### 2. APPLICATION OF THESE GENERAL TERMS

2.1 These General Terms, the Order apply to and form part of the Contract between us. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in your purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that WINDLESHAM GATES LTD otherwise agrees in writing.

2.3 The latest version of these General Terms is available on the Website which may updated from time to time. The General Terms that apply to a particular Order shall be the General Terms in force as at the date of the Order. No other variation to an Order or to the Contract, shall be binding unless WINDLESHAM GATES LTD expressly agrees to such variation in writing.

2.4 Each Order by you to us shall be an offer to purchase the Products subject to the Contract including these General Terms.

2.5 Marketing and other promotional material relating to the Products are illustrative only and do not form part of the Contract.

### 3. PRICE

3.1 The price for the Products shall be as set out in Quotation or as advised by us from time to time (verbally or in writing) before the date the Order is placed (the Price).

3.2 The Prices are exclusive of:

3.2.1 in respect of Goods, delivery (unless we agree otherwise in writing);

3.2.2 any customs fees, taxes and duties of any nature and type and the costs however due in relation to the Contract (unless we agree otherwise in writing);

3.2.3 VAT.

3.3 You shall pay any applicable VAT to us on receipt of a valid VAT invoice.

3.4 In respect of Services, the Price will be calculated on a case-by case basis. We will be entitled to charge you for any expenses reasonably incurred by the individuals whom we engage in connection with the Services including, but not limited to, travel expenses, hotel costs, subsistence and any associated expenses, the cost of services provided by third parties and required by us for the performance of the Services and the cost of any materials.

3.5 We may increase the Prices to you where there is an increase in the direct cost to us of supplying the relevant Products which is due to:

3.5.1 any factor beyond our control (including any increases in the cost of raw materials, labour or other manufacturing costs, increases in taxes or duties or currency fluctuations);

3.5.2 your request to change the delivery date(s), quantity, type or specification of the Products; or

3.5.3 any delay caused by any of your instructions in respect of the Products or failure by you to give us adequate or accurate information or instructions in respect of the Products.

### 4. PAYMENT

4.1 We shall invoice you for the Products as per the Contract as follows, unless otherwise agreed by WINDLESHAM GATES LTD and confirmed in writing:-

4.1.1. 50% of the full Contract total (being the deposit invoice) in advance of the Products being manufactured.

4.1.2. 50% of the full Contract total (being the final invoice) following completion of the works detailed in the Contract

4.2 You shall pay all invoices:

4.2.1 in full without deduction or set-off, in cleared funds as per the date shown on the invoice, unless otherwise agreed by WINDLESHAM GATES LTD in writing

4.2.2 to the bank account nominated by us.

4.2.3 The full amount of monies is due even if commissioning is held up by circumstances beyond our control

4.3 Should there be a site delay preventing installation commencement, then we reserve the right to invoice for 75% of the estimated contract amount. (This is for the purpose of made goods or specialist parts procured either delivered to site or held at our premises awaiting despatch).

4.4 All orders placed and subsequently cancelled by the customer must be done so in writing to WINDLESHAM GATES LTD at our Head Office - Quatro House, Lyon Way, Camberley, Surrey, GU16 7ER and subject to the following conditions:-

4.4.1. All orders placed and cancelled by a customer will carry a cancellation charge, a percentage of the original agreed sum (each case will be assessed individually).

4.4.2 All orders cancelled with works carried out by us in any shape or form, will be committed to the full cancellation charge of 50% (deposit monies will be used to offset any such cancellation charge)

4.5 Time of payment is of the essence. Where sums due under these General Terms are not paid in full by the due date:

4.5.1 We may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of the Barclays Bank plc from time to time in force and 8% for commercial debts;

4.5.2 Such interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment;

4.5.3 All other sums due to us by you (whether or not then due for payment) shall immediately become due for payment; and

4.5.4 Where your payment of our invoice, or any other sum due to us, is outstanding for more than 60 days, you will also be liable to pay all legal costs and disbursements that we incur from the due date in connection with recovering such overdue amounts (or any part thereof). At our election, these costs will either be added to your running account balance or will be payable by you to us within 30 days of notification by us.

## 5. PERFORMANCE

5.1 All estimates and recommendations offered by WINDLESHAM GATES LTD are done so based upon our representatives' assessment of the clients needs, with the needs of the end user/s allowed for where possible. It is the Clients responsibility to ensure that all requirements are included in the estimate, and if there is any doubt, to contact WINDLESHAM GATES to clarify.

5.2 All Quotations are valid for 30 days from the dated the written Quotation is issued unless otherwise stated by us. All Quotations are based upon works carried out during normal office hours unless otherwise stated. Works outside these hours are subject to a levy.

5.3 All prices assume clear, unimpeded access of the area of works, also any associated area. Pedestrian and vehicular traffic is to be reduced and avoided where possible during the works. Therefore, any resultant delay caused to works that is beyond WINDLESHAM GATES LTD direct control may be charged as extra over the agreed value, at WINDLESHAM GATES LTD ruling hourly rates.

5.4 Quotations only include the work specified, and any additional work or parts required will be charged as as additional extra. The Client will be advised by WINDLESHAM GATES LTD as to the additional cost and the Client will be required to authorise the additional works and associated costs.

5.5 All values given against works to be carried out on site, assume onsite parking for WINDLESHAM GATES LTD vehicles local to the opening/works and as so would become eligible for additional charge should this not be available.

5.6 The works will be commenced and carried out by WINDLESHAM GATES LTD as agreed on each Contract.

5.7 WINDLESHAM GATES LTD reserves the right to use approved subcontractors for all or any part of the works

5.8 WINDLESHAM GATES LTD will endeavour to abide by all official guidelines and laws relevant to works and services provided for by WINDLESHAM GATES LTD and any sub contractor we authorise.

5.9 The provision of a suitable power supply to the working area is the responsibility of the Clients/main contractor unless otherwise agreed in writing beforehand. If water is required, it is the Clients responsibility to provide an adequate supply of water and to facilitate its removal if required.

5.10 All 220/240V cable runs (mains supply, controls supply, etc) done by us will either be, surface fix S.W.A. or PVC conduit protected cables - unless specified otherwise. (British Standards will be observed).

5.11 All cable routes, trenching, conduit, ducting or trunking carried out by WINDLESHAM GATES LTD are done so under the discretion of WINDLESHAM GATES LTD engineers and will follow a path most suited to the engineers requirements. If a preferred route for any such cable run is required by the Client, it is the Clients responsibility to inform the engineers before works begin.

5.12 Any re-routing of cable runs carried out by WINDLESHAM GATES LTD will be done so as an extra over the agreed offer value, based on the ruling hourly rate plus parts and plant hire.

5.13 All ducting and conduit runs carried out by others, for WINDLESHAM GATES LTD use, must be of a suitable size, allow for sweep bends, no elbows, adequate pull cords and must have an adequate number of access points or inspection pits. All such items are used in good faith and will not fall within any agreed warranties offered by WINDLESHAM GATES LTD as part of the works.

5.14 Where cables are provided by others for WINDLESHAM GATES LTD use, it is the Client's responsibility to assure they are suitable for the environment they are installed in. All such items are used in good faith and will not fall within any agreed warranties offered by WINDLESHAM GATES LTD as part of the works.

5.15 No responsibility will be taken by WINDLESHAM GATES LTD for cable runs provided for by others even if the cable is supplied by WINDLESHAM GATES LTD. It is the contracting installer or Client's responsibility to ensure a fault free run. Guidance and supervision will be made available by WINDLESHAM GATES LTD. upon request.

5.16 Where audio, video entry links are used, cabling and any termination point/s is not included for within any offer unless specifically stated. Each such cable run is to be provided by others with 1-2m tails each end for termination.

5.17 Any building or civil works agreed to be done by WINDLESHAM GATES LTD in writing, are to be left in a state similar to that which exists - where reasonably possible, further decoration is to be done by others.

5.18 Whilst every care will be taken during all site works, only basic back fill or finish will be carried out by WINDLESHAM GATES LTD. The removal of any items or waste, etc. and making good or replacement of materials is not included within any offer, unless specifically agreed in writing.

5.19 WINDLESHAM GATES LTD reserves the right to be allowed an extension of time for the completion of any installation should inclement weather, or other condition beyond the direct control of WINDLESHAM GATES LTD, prevent access to the site or delay WINDLESHAM GATES LTD engineers carrying out the work.

5.20 All views and subsequent component (location descriptions) of any part of any system will be based on a view taken from outside the property. I.E. left or right hand side of the opening.

5.21 Where existing supporting structures, piers, posts are required to be used at the Clients request WINDLESHAM GATES LTD will except no responsibility involving the use and continued suitability of existing.

5.22 It is the Clients responsibility to inform WINDLESHAM GATES LTD if the access point or location of the where the works are to take place has any security or safety status, or is a fire escape or fire brigades access route.

5.23 WINDLESHAM GATES LTD must be advised by the Client (or agent of such) of the whereabouts of any underground or hidden service routes, within all working areas. Should this information be inaccurate or unavailable, a full CAT scan survey will be carried out and any consequential costs will be chargeable. Such charges are at the discretion of WINDLESHAM GATES LTD

5.24 It is the Client's responsibility to inform WINDLESHAM GATES LTD if there is any change to the landscape of the site, or possible change that may affect the performance of the system. Any changes to the landscape must be agreed with WINDLESHAM GATES LTD prior to the works commencing and in within a reasonable timeframe to allow WINDLESHAM GATES LTD to asses such changes and make any required changes, such changes maybe subject to fees over and above the initial agreed works.

5.25 Any structural alteration recommended or carried out by WINDLESHAM GATES LTD or any sub-contractor of WINDLESHAM GATES LTD is done so, subject to all such works being carried out under the direct authorisation and approval of the Client.

5.26 Should a structural engineer or other professional body be required in any way, all values associated with this are to be met directly by the Client and are otherwise regarded as extra over to any offer made, or agreement reached by WINDLESHAM GATES LTD.

5.27 It is essential that gate-leaves travel over level ground. Accordingly, WINDLESHAM GATES LTD cannot accept liability for the consequential effects of ground level obstructions.

5.28 WINDLESHAM GATES LTD will not accept responsibility for any consequential damage or repairs necessary following the flooding of any part of an installation or component thereof. It is the responsibility for the owner and Client to ensure adequate drainage.

5.29 All and any existing items used or re-used, will remain the responsibility of the Client. Any inspection, test or comments made by WINDLESHAM GATES LTD are given in good faith without warranty of any kind.

5.30 The Client is to be responsible for advising WINDLESHAM GATES LTD of any special site conditions, access or parking restrictions, training, special clothing requirements (PPE) and any restriction of working due to Trade Union agreements or any other reasons, at the earliest opportunity. The Client is to be held responsible for any additional costs as a result of any such condition.

5.31 During the installation or period of works, all parts installed or left on site become the responsibility of the customer: You are therefore advised to check your insurance cover.

5.32 If an additional site visit is necessary, to commission work due to additional Client requirements an extra charge will be made at our current service rate.

5.33 WINDLESHAM GATES LTD reserves the right to put on Stop or Hold any works or supplies under financial dispute of any kind.

5.34 WINDLESHAM GATES LTD reserves the right to refuse any Contract to any party without explanation.

5.35 No responsibility for unseen circumstances or obstruction can be accepted by WINDLESHAM GATES LTD or its subcontractors

5.36 In the event of an extended delay, 30 days plus, not of WINDLESHAM GATES LTD making, WINDLESHAM GATES LTD reserves the right to levy a storage fee of 5% per month of the full amount of the Contract

## 6. TITLE

6.1 Title to the Goods shall pass to you once we have received payment in full and cleared funds for the Goods and any other sums in respect of which payment has become due from you to us.

6.2 Until title to the Goods has passed to you, you shall:

6.2.1 hold the Goods as bailee for us;

6.2.2 take all reasonable care of the Goods and keep them in the condition in which they were installed

6.2.3 insure the Goods from the date of installation (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to the Price (iv) noting our interest on the policy;

6.2.4 not remove or alter the Goods following the installation or to allow a third party to touch the Goods;

6.2.5 WINDLESHAM GATES LTD reserves the right to inspect and take pictures of the Goods at any stage until full payment has been received.

6.3 Notwithstanding clause 6.2, WINDLESHAM GATES LTD reserves the right to remove the Goods in full due to non payment.

## 7. WARRANTY

7.1 All parts purchased by WINDLESHAM GATES LTD of any kind, manufactured by others, will carry the warranty of said manufacturer.

7.2 New Products or installations carry a 24 month warranty, subject to normal wear and tear. Please note: that the above warrantees only cover parts that break during normal operation of the gates and do not cover vandalism or any form of accidental damage.

7.3 Any connection or alteration to a WINDLESHAM GATES LTD installation and associated works, in any way, by others will automatically void any warranty unless specifically agreed in writing beforehand by WINDLESHAM GATES LTD.

7.4 Only the actual work carried out and parts replaced by WINDLESHAM GATES LTD carry a warranty. All such parts will be void of warranty if subsequently damaged by or as a consequence of the failure of any existing part not replaced. If such faulty part is also replaced by a any firm or person other than WINDLESHAM GATES provision 7.3 will be call upon.

## 8. REPAIR(S) & PRODUCTS SUPPLIED

8.1 All repairs carried out by WINDLESHAM GATES LTD, are done so in good faith, with the overall interest and safety of the customer/user in mind.

8.2 Repairs as agreed by the customer and WINDLESHAM GATES LTD will be subject to payment prior to the works commencing unless agreed otherwise by WINDLESHAM GATES LTD.

8.3 Products which are supplied to the client directly require full payment in advance.

## 9. ANNUAL GATE SERVICE

9.1 These are subject to the provisions of the Annual Gate Service Agreement should the client enter into the same;

9.2 Should the client not enter into the Annual Gate Service Agreement payment of the gate service works are due in advance of the engineers attendance. Any additional parts required following the gate service are chargeable in addition to the cost of the service.

## 10. USE OF IMAGES

10.1 WINDLESHAM GATES LTD may use photographs of installations for marketing purposes unless requested not to do so by the client in writing. This may include but is not limited to all social media platforms, website and leaflets

## 11. VARIATION

11.1 We reserve the right to make changes to the Products (and/or the Specification on which the Products are based) within the Contract where:

11.1.1 this is necessary to reflect changes in the relevant laws or regulations (e.g. safety requirements); or

11.1.2 such changes will not materially affect the nature or quality of the Products in a significant way and will not affect your use of the Products.

## 12. FORCE MAJEURE

12.1 WINDLESHAM GATES LTD shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. WINDLESHAM GATES LTD shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so.

## 13. TIME

Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to your obligations only.

## 14. ENTIRE AGREEMENT

14.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

14.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

14.3 Nothing in these General Terms purports to limit or exclude any liability for fraud.

## 15. ASSIGNMENT

You may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without our prior written consent, such consent not to be unreasonably withheld or delayed.

## 16 . GOVERNING LAW AND JURISDICTION

16.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England.

16.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

## 17. DEFINITIONS AND INTERPRETATION

17.1 In these General Terms the following definitions apply:

Annual Gate Service Agreement; shall mean the service agreement entered into by the Client (should they choose to do so) following completion of the works carried out by WINDLESHAM GATES LTD as part of the Contract;

Applicable Law: means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;

Client(s): shall mean the person or persons who enter into the Contract with WINDLESHAM GATES LTD

Contract: means this agreement between us and you following the acceptance of the Quotation incorporating these General Terms;

Force Majeure: means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including, but not limited to, an act of God, fire, flood, lightning, earthquake or other natural disaster, pandemic, epidemic, government ordered quarantine, war, act of terrorism, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment, internet or telecommunications service, or components or material required for performance of the Contract, a shortage of raw materials, an increase in the price of raw materials, cyber-attack, incident or intrusion, strike, lockout or boycott or other industrial action including those involving WINDLESHAM GATES LTD or its suppliers', non-performance or interrupted performance by WINDLESHAM GATES LTD suppliers or sub-contractors, accidental damage, imposition of sanctions or breaking off of diplomatic relations or similar actions, but excluding your inability to pay or circumstances resulting in your inability to pay or any delay or suspension of delivery for reasons attributable to you;

General Terms: means our terms and conditions of sale set out in this document;

Goods: means the goods detailed in the Quotation agreed between us in writing to be supplied by us to you in accordance with the Contract;

Job means the works detailed in the Quotation which form part of the Contract

Price: has the meaning given in clause 3;

Products: means the Goods or Services or both as the case may be;

Quotation: means the written document sent to you formalising the details of the Products and Service to be supplied by WINDLESHAM GATES LTD as part of the Job;

Services: means the services set out in the Quotation or otherwise agreed between us in writing to be supplied by us to you in accordance with the Contract;

VAT: means value added tax under the Value Added Tax Act 1994 or any other similar sale or fiscal tax applying to the sale of the Products; and

Website: means [www.windlesham-electric-gates.co.uk](http://www.windlesham-electric-gates.co.uk)

Windlesham Gates Ltd, our, us or we means Windlesham Gates Ltd (company number 7552325)

you and your: means the person or firm whom entered into the Contract.