

# Terms & Conditions

## Supply & Fit

In these terms and conditions, “we”/”us” means UK Roller Doors LLP whose principal trading address is 1 Four Throws, Conghurst Lane, Cranbrook, Kent, TN18 5DZ.

1. This document is intended to contain all the terms upon which you agree to purchase the products described on the order form from us. Any additional term or verbal agreement should be noted on the order form for the sake of clarity.
2. You will grant us access to the premises during our normal working hours Monday – Friday, excluding Public Bank Holidays to carry out the agreed works and for any subsequent remedial work if required. You agree to provide access to services and facilities such as electricity, water and toilets at no cost. You also agree that, where necessary, you will allow us to bring skips, ladders, scaffolds or vehicles on to the premises in order to complete our contractual obligations.
3. Our products are made to measure and are not sold “off the shelf”. As they are bespoke products, you do not have any right to cancel this contract in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, where those Regulations apply.
4. We do not carry out any enquiries as to what consents may be required and it is your responsibility to ensure that you have obtained at your cost any consent that may be required for the contract to proceed. Such consents include, but are not limited to, those applicable to listed buildings, conservation areas or situations where Landlord or Freeholder consent is required.
5. We shall be entitled to assume that you have obtained any relevant consent. We accept no responsibility for any loss that you suffer or for any enforcement or other action that might be brought against you by a Local Authority or any other person or body in the event that you have failed to obtain all relevant consents.
6. Our website shows photographs of our products. Samples are also available upon request. We cannot guarantee that the product that we supply will be an exact match to any samples and photographs that we produce.
7. We are continually looking to improve the specification of our products. We will not make any changes to the product that you have ordered, which affect its visual appearance, but we reserve the right to provide different components if we believe that they will provide you with an improved overall product.
8. It is your responsibility to ensure that we can access your garage and its immediate vicinity to carry out our installation and that you have removed any obstructions prior to our arrival so that we have unhindered access to carry out our works.
9. We will use our best efforts to honour any installation date given, but there are occasions on which we are forced to cancel installations at short notice due to factors that are outside our reasonable control. Such factors include (but are not limited to) adverse weather or traffic conditions, mechanical breakdown, or illness. If we are unable to meet an installation date, we shall give you as much

notice as possible and arrange an alternative convenient date, but we shall not be liable for any losses that you may have suffered as a result of any such cancellation or delay.

10. Whilst we will use our best efforts not to cause any damage to surrounding brick or plasterwork during our installation, some damage can be inevitable during the process of removing the old door. It is your responsibility to make good any damage in those circumstances.
11. We do not undertake to remove the door that we are replacing intact and shall dispose of the old door at the end of the installation in such manner as we see fit.
12. The final balance of the purchase price is payable on completion of the installation. Payments can be made by cheque payable to UK Roller Doors LLP and crossed "A/C payee only", credit card (not American Express) using Pay By Link, or by BACS to our nominated Bank account as appears on our invoice.
13. If payment is not made on the due date in accordance with this clause, we shall have the right to require payment of interest on the outstanding amount at a rate of 3% above Bank of England base rate accruing on a daily basis from the due date until date of actual payment.
14. We shall send you our formal guarantee by email once we have received payment of the balance due to us.
15. We undertake to repair or replace free of charge any products supplied by us which prove defective as a result of faulty materials or workmanship within 2 years from the date of installation. Any claim under the guarantee must be made within a reasonable time. Any repair work carried out or replacement units supplied within the guarantee period will also be covered by the guarantee but only for the remainder of the guarantee period.
16. Our guarantee does not cover the following:
  1. Any damage caused by your failure to follow the regular maintenance instructions that are set out within the User Guide that you were given at the time of installation;
  2. Where the door is affixed to a wooden frame, any damage caused by your failure to periodically to coat the wood with a protective sealant;
  3. Damage due to accident, storm, flood or other adverse weather conditions or unusual physical or electrical stress;
  4. Any damage caused to the products caused by electrical works that have not been carried out by us;
  5. Any damage caused by any transportation/relocation of the product unless carried out by us;
  6. Any modifications, adjustments or repairs to the product that have not been carried out by us;
  7. Consumables such as batteries, fuses and bulbs;
  8. We have entered this contract on the understanding that you are a "consumer" as defined in the relevant legislation. As a result, we do not accept any liability for any business losses that you suffer in relation to the use of the property at which the installation has been, or is due to be, carried out. For the avoidance of any doubt, "business losses" include

(but are not limited to) losses such as loss of rental income, professional fee income, loss of bookings and loss of profits. If you are operating any form of business at or from the installation address, we recommend that you take out insurance to cover such losses.

17. Nothing within our guarantee affects our obligation to exercise reasonable care and skill when performing the contract and to use products that are of satisfactory quality and fit for their normal purpose. Further information about your statutory rights can be obtained from your local Citizens Advice Bureau or Trading Standards Department.
18. Any work that we carry out under guarantee will be undertaken in normal working hours Monday to Friday excluding Bank Holidays. Any request to attend outside of those hours is chargeable at our prevailing rates, which can be obtained upon request.
19. If you sell the property, we will on request transfer the unexpired portion of the guarantee to the new owner, provided that the request has been made prior to sale so that we have the opportunity to inspect the products to ensure that the installation has not been neglected or misused. We reserve the right to charge you a transfer fee of £50 inclusive of VAT to cover the costs of our inspection, which must be paid before we transfer the guarantee.

## **2. THE CONTRACT**

2.1 All Orders shall be deemed to be accepted verbally or by written acceptance of the Authorised Representative.

2.2 The Contract constitutes the entire agreement between the parties, and supersedes any prior agreement, written or verbal, between Us and the Client, the terms and conditions of the contract apply to the exclusion of any other terms and conditions.

2.3 Client acceptance of delivery of the Goods shall constitute full acceptance of these Terms.

2.4 Quotations should not be considered as an offer to contract, and may be withdrawn or revised at will before formally accepting an order.

2.5 Our acceptance of any order shall become effective only at the time the order acknowledgement is received by the Client. We shall not be liable for any misrepresentation made by any of our Authorised Representatives. Nothing within this clause shall avoid our liability for any fraudulent misrepresentation.

2.6 We shall not be bound by or liable for any product description or company literature.

2.7 Any claim for damages under Conditions 2.5 and/or 2.6 is subject to Condition 10.

2.8 You shall be responsible to Us for ensuring the accuracy and completeness of any order including quantities, any specific delivery dates needed, drawing dimensions, measurements, weights or specification provided by You and for giving Us any necessary information relating to the Goods or Services within a sufficient

time to enable Us to perform the Contract in accordance with its Terms. If You fail to notify Us in respect of any error within 48 hours of receipt of the order specification, We accept no responsibility for any losses or delays incurred by You. We may make changes to the specification of the Goods or Services necessary to conform to any applicable statutory, regulatory or EU requirements or where Goods or Services are supplied to Our specifications which do not materially affect their quality or performance.

2.9 Any extension, amendment or cancellation to the Contract will only be valid if made by an Authorised Representative in writing. Client shall indemnify Us of any loss or expenses incurred as a consequence of such extension, amendment or cancellation.

2.10 These Terms shall apply to the supply of both Goods and Services except where application to one or the other is specified.

### **3. PRICE**

3.1 Prices and quotations are exclusive of VAT, which will be charged at the rate in use in the UK when they are issued, and any delivery costs if applicable.

3.2 We reserves the right to adjust the price of the Product before delivery or installation to reflect any increase in tax or cost of goods sold.

### **4. PAYMENT**

4.1 All Supply Only Goods must be paid in full prior to delivery unless previously agreed with an authorised representative of Ours. For all Fitted Goods a 50% deposit is required per door on order with final payment due on Installation unless credit terms have been agreed in writing, in which case invoices are issued upon delivery or installation and payment is due within 30 days from the date of the invoice. Payment must be made on time, in full, and without any deduction, set off or counterclaim.

4.2 Provision of the Product may be suspended until any overdue amount, whether under this or any other contract, is paid in full.

4.3 Credit conditions may be reviewed at all times at Our sole discretion. If the Client credit ratings become unsatisfactory, we reserve the right to refuse any order or Contract, or to request full or partial payment prior to delivery and/or performance, or to request Client to provide security, without any prior notice needed.

4.4 Any credit allegedly claimed by the Client may not be used to offset payment due to Us under any circumstances.

4.5 Failure to pay Us when payments become due may result in:

4.5.1 Legal action to be brought against the Client, in which case you agree to indemnify us if full for all costs (including legal costs) charges and fees that we incur to recover payment of our debt.

4.5.2 Interest to be charged at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue until payment in full is received by Us

4.5.3 Immediate return of all Goods sold to the Client to which we still have title, at the Client's own expense.

## **5. DELIVERY**

5.1 Delivery of Goods is EX Works unless otherwise agreed. Client shall be responsible for all costs associated with shipping and unloading. If Goods are to be collected by the Client, delivery will be completed when Goods are loaded; where we have agreed to deliver the Goods to the customer's premises, delivery shall be completed once we have unloaded the Goods.

5.2 Delivery date and time are to be considered as estimates only, and can be changed at Our sole discretion. We decline any responsibility for late delivery or late performance, in which case the Client will have no right to claim a refund or to cancel the order. In case of deliveries made over multiple instalments, any claim which You may have in respect of one instalment shall not affect Your liability in respect of any other instalment.

5.3 We reserves the right to refuse to deliver the Product to sites considered to be unsuitable by the handler/haulier, in which case Condition 5.4 will apply.

5.4 It is the Client's responsibility to accept delivery and provide proper instructions and access to its premises, failure to do so will not exempt Customer from paying the invoice. For Goods, if collection is not made and/or delivery not accepted within 25 working days of the date of the invoice, We reserves the right to resell the Goods or otherwise dispose of them, charging the Client for any expense the Company may incur in this process.

5.5 Unless otherwise agreed the unloading of the Goods or Supplies is Your responsibility. If required to assist or provide unloading facilities or equipment, We will apply an extra charge.

5.6 We shall not be responsible for any losses, damages, costs and expenses incurred as a result of loading, unloading or delivering in accordance with Client's instructions.

## **6. INSPECTION**

6.1 You shall inspect the Goods or Supplies at the place and time of loading (if collected by You) or unloading (if delivered by Us) but nothing in these Terms shall authorise You to break packaging and/or unpack Goods or Supplies which are intended to be stored before use (such inspection hereinafter referred to as "Reasonable Inspection").

6.2 Any claim for loss or damage in transit, short delivery or failure to conform to the Contract receipt of the shall be made within 3 days of the date of the receipt note, after which, the Goods or Supplies will be deemed to have been delivered in accordance with the delivery documents and You shall not be entitled to reject the Goods or Supplies or to claim a refund.

6.3 Our liability for loss or damage in transit or short delivery apparent on Reasonable Inspection is limited to supplying the Goods or Supplies as ordered and We shall not be liable for any damages whatsoever. You remain liable to pay the full

invoice price of other Goods or Supplies delivered in accordance with the Contract. Any other claim for damages is subject to Condition 10.

## **7. INSTALLATION**

7.1 If We are requested to install the Goods then, installation at the Delivery Address will be performed as soon as reasonably possible after the delivery by Our Personnel, who shall be granted full and free access to the Delivery Address and free availability of all necessary utilities and services for the purpose of installing the Goods. The Client is to obtain all permits and authorisations that may be necessary.

## **8. TITLE AND RISK**

8.1 Risk in the Goods shall pass to the Client when the Goods are delivered. The title to Goods supplied shall remain with Us until payment for the Goods and any other sums outstanding is made to Us.

8.2 Until such time as the title passes from Us to You:

8.2.1 You shall hold the Goods as Our fiduciary agent and bailee;

8.2.2 The Goods shall be stored separately from any other Goods and readily identifiable as Ours and You shall not interfere with any identification marks, labels, batch numbers or serial numbers on the Goods;

8.2.3 You will notify Your customer that We remain the legal owners of the Goods until title passes in accordance with Condition 8.1;

8.2.4 You may sell the Goods as principal if such sale being is made in the ordinary course of Your business and at full market value, in which case the entire proceeds of the sale shall be held in trust for Us if they cannot be paid to Us immediately, shall not be mixed with any other monies and shall at all times be identifiable as Our money;

8.2.5 If Goods are manipulated to, incorporated into or converted to New Goods, title to the New Goods shall remain with Us until title passes in accordance with Condition 8.1;

8.2.6 You will at Our request and at Your expense assign to Us all rights You may have against Your customer.

8.2.7 We may require the Goods to be delivered back to Us, or to retake possession of the Goods, in full or partially, and enter Your premises for that purpose (or authorise others to do so) which You hereby authorise.

8.2.8 You will at Our request and at Your expense assign to Us all rights You may have against Your customer.

8.3 Any property of Yours in Our possession or under Our control and all property supplied to Us by or on behalf of You (including Supplies) is held by Us at Your risk.

8.4 Until the title passes to the Client, the Client shall store the Goods and insure them for their full value.

## **9. INTELLECTUAL PROPERTY RIGHTS**

9.1 All Intellectual Property Rights in or arising out of or in connection with the Goods or Services shall be owned by Us.

9.2 Client may be able to use third party Intellectual Property Rights only upon condition that We obtain the appropriate licences from the IP owner.

9.3 We reserve the copyright in all Our drawings, sketches, plans, prints, pictures and other documents or data. No reproduction thereof shall be made without Our permission and neither the drawings nor reproductions thereof shall be transferred to a third party without Our permission.

9.4 No trade mark or name carried on the Goods may be erased or replaced without Our consent.

## **10. WARRANTIES AND LIABILITIES**

10.1 Nothing in these Terms shall be construed to exclude or restrict liability for death or personal injury, if caused by Our negligence or fraudulent misrepresentation or any other liability what cannot be excluded or restricted by law.

10.2 With the exception of clause 10.1, Our liability is excluded in contract, tort, misrepresentation, losses and damages, including but not limited to:

10.2.1 loss or damage incurred by You as a result of third party claims;

10.2.2 loss of actual or anticipated profits;

10.2.3 loss of business opportunity;

10.2.4 loss of anticipated savings;

10.2.5 loss of goodwill; and

10.2.6 any indirect, special or consequential loss or damage howsoever caused.

10.3 Our entire liability is limited, under any circumstances, to the repair, replacement, or refund of the net amount invoiced, in the case of the Goods, and to the re-performance, in the case of Services.

10.4 In the sale of Goods, We warrant that:

10.4.1 We have legal title to sell the Goods;

10.4.2 Goods will be substantially free from defects in materials and workmanship; and

10.4.3 Goods will comply with their specification.

10.5 In the provision of Services, We warrant that they will be performed with reasonable skill and care.

10.6 Our liability under the Contract is excluded:

10.6.1 for defect in the Goods or failure in the provision of the Services apparent upon Reasonable Inspection under Condition 6.1, unless such fault is communicated to Us in accordance with Condition 6.2;

10.6.2 unless a defect in the Goods or failure in the provision of the Services other than is covered by Condition 10.7 is discovered within 24 months of the date of delivery of the Goods or failure in the provision of the Services and We are given written notice of such defect or failure in the provision of the Services within 15 Working Days of it being discovered;

10.6.3 unless after discovery of the defect We are given a reasonable opportunity to inspect the Goods or to review the Services before they are used fixed or in any way interfered with;

10.6.4 for wear and tear;

10.6.5 if the defect arises from Your or a third party's negligence, miss-use, alteration or repair of the Goods or the Supplies or the Services, failure to follow British Standard or industry or Our instruction relevant to the Goods or the Supplies or the Services, storage of the Goods or the Supplies in unsuitable conditions or use of the Goods or the Supplies or the Services in abnormal working conditions.

10.7 If the Goods are not manufactured by Us or have been processed by a third party whether or not at Our or Your request Our liability in respect of any defect in or arising from the Goods will be limited to such rights against the manufacturer or the third party as We may have in respect of those Goods.

10.8 If the Goods are supplied manufactured or processed or the Services are performed to a drawing, design, measurement, calculation or specification of Yours or as approved by You or any third person nominating or specifying the Goods whether as provided in Condition 6.4 or otherwise then:

10.8.1 subject to Condition 10.1, We shall not be liable for any defect in such Goods or the performance of Services except in the event of:

1. a) misrepresentation where the representation was made or confirmed in writing by Us;
2. b) non-compliance with such drawing, design, measurement, calculation or specification; or
3. c) breach of a separate written warranty signed by Us that the Goods or the Supplies are fit for a particular purpose.

10.8.2 You will unconditionally fully and effectively indemnify Us against all losses, damages, costs on an indemnity basis and expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim for infringement of any intellectual property rights of any other person.

10.9 If the Goods are supplied or the Services are performed to a drawing, design, measurement, calculation or specification provided in writing by Us then subject to Condition 10.1 We shall not be liable except in the proportion and to the extent that such damages have resulted primarily from Our breach of Contract or negligence provided that We will not be liable under this Condition 10.10 if:

10.9.1 material information is withheld concealed or misrepresented by You; and/or

10.9.2 the drawing, design, measurement, calculation or specification provided by Us is not in writing signed by one of Our Authorised Officers.

10.10 You will unconditionally fully and effectively indemnify Us against all losses, damages, penalties, costs on an indemnity basis and expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim by any third party arising from the supply or use of the Goods or the Supplies. This indemnity will be reduced in proportion to the extent that such losses, damages, penalties, costs and expenses are due to Our negligence.

10.11 Except as expressly provided in these Terms all warranties, conditions of other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.12 Where You resell the Goods or the Supplies to a third party and the third party brings any claim against Us, You will provide all reasonable assistance to Us at Your cost to enable Us to defend the claim and You will not make any admission, negotiate or settle any claim without Our prior written consent thereto.

## **11. CONFIDENTIALITY**

11.1 Confidential information such as technical or commercial know-how, specifications, inventions, processes or initiatives shall be kept in strict confidence and not divulged to third parties by the party that receives it, including its employees, agents or subcontractors (Receiving Party).

This Condition 11 shall survive termination of the Contract.

## **12. DEFAULT AND TERMINATION**

12.1 In the case of:

12.1.1 Failure to pay any amount due to Us or Associated Companies on the due date; or

12.1.2 credit limit withdrawn or reduced to a level below the amount then outstanding to Us; or

12.1.3 Client or Associated Company becoming Insolvent; or

12.1.4 Client or Associated Company's constitution undergo a material change; or

12.1.5 Client pledges by way of security for any of Your indebtedness any Goods for which title still remains with Us in accordance with condition 8; or

12.1.6 material breach of the Contract which is not capable of remedy, or material breach of the Contract that is capable of remedy that is not remedied within 7

Working Days after being requested to do so, then all sums outstanding between You and Us under this and any other Contract between You and any of Our Associated Companies shall become immediately due and payable, and We shall be entitled to any of the following remedy, individually or jointly, without prejudice to any other right or remedy We may have:

1. a) require immediate payment in cleared funds of any outstanding of Our invoices;
2. b) require payment in cleared funds in advance of further deliveries of Goods or performance of Services;
3. c) suspend or cancel any further deliveries of Goods or performance of Services to You under any Contract without liability on Our part;
4. d) resell any Goods ordered by You to any other person;
5. e) without prejudice to the generality of Condition 8 exercise any of Our rights pursuant to that Condition; and/or
6. f) terminate this or any other Contract with You without liability on Our part;
7. g) charge You interest on any sum due or overdue under these Terms at the interest rate set out in Condition 4.5.2;
8. h) require the return of the Goods in accordance with Condition 8.2.7.

12.2 You shall reimburse Our costs including legal costs on an indemnity basis which We incur in enforcing Our rights under the Contract including but not limited to recovery of any sums due.

## **13. GENERAL**

13.1 These Terms and Conditions and each Contract shall be governed and interpreted according to the laws of England and Wales.

13.2 Any controversy arising from or in connection with these Terms and each Contract shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

13.3 Our responsibility is excluded in case of force majeure for events beyond our reasonable control, including but not limited to industrial action, import or export regulations or embargoes, restraints or delays affecting carriers, difficulties in obtaining materials, parts, components, labour or fuel, power failure or breakdown in machinery. Should any such event occur We reserve the right to cancel or suspend by notice in writing all or any part of the Contract without incurring any liability and You will be liable to pay for any Goods delivered or Services performed prior to any such cancellation.

13.4 The waiver by Us of any breach or default of these Terms shall not be construed as a continued waiver of that breach nor as a waiver of any subsequent breach of the same or any other provision.

13.5 Any written notice to be given under these Terms shall be sent by You to Us at UK Roller Doors LL, 1 Conghurst Lane, Cranbrook, Kent, TN18 5DZ and by Us to You at Your trading address.

13.6 Nothing in these Terms or a Contract is intended to create any right to enforce any of these Terms by any third party under the Rights of Third Parties Act 1999.

13.7 Termination of a Contract shall not affect rights and obligations which have already accrued at the time of termination.

13.8 You may not assign or deal in any way with all or any part of the benefit of Your rights or benefits under a Contract.

13.9 We shall have at all time the right to assign or subcontract parts of or the full Contract.

13.10 If any Condition or part of a Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from these Terms or a Contract and will be ineffective without, as far as is possible, modifying any other Condition or part of a Contract and this will not affect any other provisions of these