

## Standard Terms and Conditions for sale of goods for Gate Expectations Ltd

### **DEFINITIONS: In this document the following words shall have the following meanings:**

- 1.1 "Customer" means the person who buys Goods from the Supplier;
- 1.2 "Goods/Products" means the articles that the Customer agrees to buy from the Supplier;
- 1.3 "Supplier" means Gate Expectations Ltd/ Grass Expectations Unit A Robert Rose House, Elliott Road, Bourmemouth, Dorset BH11 8JS
- 1.4 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Supplier.

### **2 GENERAL**

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer. NB: These Ts&Cs (where applicable) also apply to work undertaken for and on behalf of Grass Expectations.
- 2.2 All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Supplier. The Supplier may choose not to accept an order for any reason.
- 2.3 Acceptance of the estimate of the Goods shall be deemed conclusive evidence of the Customer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by parties.
- 2.5 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.
- 2.6 Product type, design, colour or sizing shall remain the Customer's responsibility which will be confirmed by the Customer's signature. Any information not on such confirmation can/will not be counted during manufacture.
- 2.7 Installation services are supplied through Gate Expectations Ltd/ Grass Expectations.

### **3 PRICE AND PAYMENT**

- 3.1 The price of the Goods supplied shall be that stipulated by the Supplier contained in the Supplier's Estimate (as applicable) at the date of order or as agreed between the parties. The price includes VAT where applicable. Any estimate shall not be binding where unforeseen rises in costs of materials etc occur.
- 3.2 Agreed payment % of the total purchase price (including VAT) must be made in full before dispatch of the Goods or application of any stains/paints/oils that are irreversible.
- 3.3 Where good/services' deposit/instalments or in full as applicable) is not paid for before or during dispatch, fitting/installing or service granted, this will void any warranty/guarantee and may result in further action being taken to retrieve the goods/services or through a third party debt collection agency.
- 3.4 Prices offered will only be honoured for 28 working days.
- 3.5 Prices offered or shown by human error or computing glitches will not be honoured and a refund or compromise price will be offered at managerial discretion.
- 3.6 Prices offered for installation are estimations only, especially where posts are sunk into the ground. Gate Expectations Ltd reserve the right to update price before, during and after the work has taken places to cover any unforeseen costs.
- 3.7 Customers have a 14 day cooling off period from the time an order is placed. If an order is cancelled, the Customer must contact us before the 14 day deadline has passed. This needs to be in writing or via email (admin@gateexpectations.net). During this time deposits are refundable within 30 days.. Due to the bespoke nature of the product, the order may not be actioned until this 14 day period has expired unless requested in writing. After 14 days any deposits will be refunded less any reasonable costs incurred by the Supplier.
- 3.8. Standard payment for supply and fit will be normally on a 50% deposit on completion of installation or on a 30% deposit on ordering goods/services with an interim 30% payment on installation with the remaining 40% on full, commissioned completion and installation. Any discounts may result in altered % rates if payments are missed. Any 3<sup>rd</sup> party payment must be cleared funds prior to attending foundation of works being undertaken. Any agreed instalment payments missed or not paid on time shall void any agreement/ contract made. Monies owed may be subject to interest added (ask for icurrent interest rate) on top of the instalments/full amount owed by the Customer. Full payment must be paid by the Customer except where an agreed small sum may be withheld where any works require attention after installation occurs.
- 3.81 Bank Transfer funds must be cleared before work can commence. Payment will be accepted normally by debit card, credit card (admin fee of 2.5%) or by cheque (clearing of cheque payments normally 5-7 working days. Goods/Services paid for by cheque need to be cleared funds before work can commence.
- 3.89 Emergency Call outs will be charged at current rates (available from Gate Expectations Ltd). This fee applies to normal working hours Monday-Friday. Any call outs occurring outside of these hours will attract a Premium payment (current rates available from Gate Expectations Ltd). Any parts required will be subject to current list prices.
- 3.10 Where work over-runs the expected installation time allotted, additional hours may incur a fee per hour (current rates available from Gate Expectations Ltd).

### **4 DELIVERY**

- 4.1 Delivery of the Goods shall be made by the Supplier notifying the Customer that the Goods are available for collection at the Supplier's premises or for delivery to such place and on such terms as agreed between the Supplier and the Customer at the time the order is placed. No responsibility will be taken for the condition of uncollected goods and we reserve the right to charge storage fees or seek legal re-dress for outstanding sums of monies owed.
- 4.2 All Goods, wherever possible, will be delivered with an agreed date. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The Supplier shall use its reasonable endeavours to meet any date stated for delivery. In any event, time of delivery/installation shall not be of the essence and the Supplier shall not be liable for any losses, costs, damages or expenses incurred by the Customer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.
- 4.3 Some Goods may not be in stock at the time the order is placed. In the event that the Supplier is unable to deliver the Goods within the time specified in Clause 4.2, the Supplier will contact the Customer to advise of the situation and shall not be liable for any delay in delivery.
- 4.4 Title (ownership) and risk in the Goods shall pass to the Customer upon delivery and installation (where applicable).
- 4.5 In the unlikely event that the Customer is not satisfied with goods/service, please inform the Supplier as soon as reasonably practical after the goods are delivered/installed. Where a dispute arises Gate Expectations Ltd will do everything to ensure any issues arising are overcome and rectified where liability for faults lies with the Supplier. Please note that goods will only be replaced/refunded if they are faulty or differ in any way with the specifications supplied by the Customer at point of order. For timber gates, please note that timber is a natural product and is prone by its very nature to some movement and drying cracks for which we cannot be held responsible. It is essential that the care instructions are followed which are supplied with the gates/grass. Please see Complaints Procedure where necessary.
- 4.6 The Supplier will not accept responsibility for the twisting of gates or doors where automation is fitted by the customer or third party. Also, the Supplier cannot accept responsibility for any damage caused to the gates/garage doors etc through improper use or fitting. Where grass is lifted and removed or re-fitted by the Customer, Grass Expectations will not accept liability/responsibility.

### **5 WARRANTY/GUARANTEES**

- 5.1 The Supplier warrants that the Goods will at the time of delivery correspond to the description within the confirmation documents given by the Supplier.
- 5.2 The Customer will check all confirmation documentation and itemised sales order. The Customer's signature will act as acceptance of such. Manufacturing will not commence until the Supplier has received this confirmation. Items are described as accurately as possible, but sizes, colours and designs may vary from time to time due to the nature of materials.
- 5.3 Changes or additions to the order in any way may involve an extra charge being applied and/or cause rescheduling of delivery.
- 5.4 The Supplier guarantees all goods/installations supplied by the Supplier against faulty workmanship. Faulty workmanship is defined by the Supplier. Wooden products are not guaranteed against any future occurrences. Gate Expectations Ltd cannot be held responsible against water damage, UV (Sunlight), human or animal damage once the product is delivered. An amount of natural movement is inherent in timber along with splitting, slight warping, loose knots etc. It is the customers' responsibility to maintain the material using the correct protection and use as many locking points for gates and garage barn doors i.e. extra drop bolts, padbolts etc -
- 5.5 Any outstanding payments not made in full to Gate Expectations Ltd will void any/all guarantees.
- 5.6 The Warranty for automation of metal automated gates is currently 2 years (subject to review without notice by the Supplier). This may be extended to 4 years provided the Customer uses the Supplier to service and maintain the goods/products on a least a yearly service basis. Both during and after this period a Customer may convert to a Maintenance Agreement with Gate Expectations Ltd. Should timber facias be used in the manufacturing of gates, doors etc the guarantee does not cover natural movement, twisting, shrinkage, splits, bowing and all problems relating to these. Parts are not included in Service/Maintenance plans or guarantees.
- 5.7 This also applies to installation work although where automation of gates/doors/barriers etc require adjusting, this will be undertaken by the Supplier for the life of the guarantee providing any adjustments needed are not due to wear and tear, malicious damage, force majeure and/or Customers working on the gates/doors/barriers etc themselves or any third party representative of the Customer not authorised by the Supplier.
- 5.8 If any products are supplied untreated, the Customer accepts full responsibility for treatment of all items. Failure to apply sufficient treatment of goods supplied will result in any warranty/guarantees being voided.
- 5.9 The guarantee/warranty is not extended to products that have not been supplied or installed by Gate Expectations Ltd. Also see 4.6
- 5.9.1 Our guarantee covers the cost of replacing defective wooden gates' joint failure only, for 5 years. Manufacturing defects of metal gates guarantee is for 10 years. Corrosion of metal gates is only guaranteed against faulty workmanship. HT Artificial grass has a 10 yr manufacturer's UV guarantee, Ascot, HT trade 3, Oasis Plus, Sensation, Bliss. Ibiza, Perfection, Lush and Emerald have a 15 year manufacturer's UV only guarantee. Easigrass has an 8 yr manufacturer's UV only warranty but is valid directly via the manufacturer.
- 5.9.2 Gate safety is of paramount priority to Gate Expectations Ltd.. The Supplier will do its utmost to advise of all safety aspects regardless of whether it is a manual or automated system. Should there be anything that arises during the installation this will need to be confirmed in writing to the Customer to acknowledge the safety concern. A Customer may be asked to agree additional work to rectify the issue. In any safety event we reserve the right, as laid down by legislation, to decommission gates etc without affecting the original payment required. No responsibility will be taken for safety of products already on-site and not supplied and/or installed by Gate Expectations Ltd.

### **6 CANCELLATION AND RETURNS**

- 6.1 The Customer shall inspect the Goods immediately upon receipt and installation and shall notify the Supplier as soon as reasonably practical. We will not be liable for any damage etc where goods/products are already on site awaiting installation or do not comply with any part of the Contract. Customers may ask for work to begin prior to the end of the cooling off period but any cancellations will incur costs to cover services/manufacturing already undertaken or where parts have been ordered especially.  
\* Please Note All gates etc sold are classed as made to measure/ bespoke and made to the Customer's own specification. The right to cancel the contract must occur within the 14 day cooling off period for full deposit refunds. Where customers request urgent repairs or maintenance these are not covered by the regulations about rights to cancel. Customers must therefore pay in full without rights to cancel. Please see 3.7 for deposit refunds.

### **7 LIMITATION OF LIABILITY**

- 7.1 The Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise.
- 7.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

### **8 FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials and the party shall be entitled to a reasonable extension of its obligations.

### **9 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.. Ts &Cs shall be governed by and construed in accordance with the law of England and the jurisdiction of the English courts.