

Bury Garage Door Centre Ltd Terms and Conditions

When you request us to supply goods to you, you will be entering into a legally binding contract with us and will be bound by the following terms of business.

Please take some time to read them carefully and if you are unsure on any clause, please contact us for an explanation.

1. PAYMENT

1.1 When new garage doors, or other products are supplied, fitted, or repaired you must pay all monies due to us to our fitter when he has completed the job.

1.2 We may ask you to provide us with a deposit in the sum shown on the estimate. Such sum will be taken into account when the balance becomes due.

1.3 When garage doors, or other products are sold on a supply only basis and not fitted you must pay us at the time you place the order.

2. ESTIMATES

2.1 Estimates are valid for fourteen days from the date of issue, during which you are entitled to make an order. After 14 days, you must ask for a new estimate from us.

2.2 Unless specifically stated, the estimate does not include:

2.2.1 the cost of removing your old door(s), or any rubbish from the site;

2.2.2 the cost of making good brickwork, pointing, rendering, floor or timbers which has been damaged during installation and which is not caused by our negligence in installing the garage door.

2.3 If we believe the existing supporting structure is unsuitable to install a new garage door, we will inform you at the time of estimate. However, our advice is given as a result of our experience and if you decide to place an order with us despite our

3. MATERIAL PROTECTION

3.1 Some of the materials used may naturally vary in colour, or be subject to warping, swelling or shrinkage due to their make up or ordinary natural processes of ageing, fading or the effects of weather or climate. You should consider arranging for such materials to be finished and maintained in accordance with the Manufacturer's recommendations (or such other maintenance as ought reasonably to be carried out) to avoid unnecessary shrinkage, warping or swelling.

3.2 For the avoidance of doubt, we cannot be responsible for damage caused by natural rotting or decomposure of the supporting timbers or structures, which we advise should be treated appropriately to avoid or postpone rotting or decomposure or in extreme cases, replaced.

4. DELIVERY

4.1 Any estimated time we give for delivery may vary. We will try our best to let you know if the time for delivery or installation will change from that stated on the estimate. If you urgently require delivery you should make this clear when you place your order with us.

4.2 Where we are delayed in delivering or installing goods because you are unable to take delivery or give us suitable access to install the goods, we reserve the right to charge you reasonable costs for storage of the goods, any increase in our labour and material costs, such increase which will not exceed the percentage increase in the Retail Prices Index (or any replacement of it), between the original date for delivery or instalment and the actual date of delivery or instalment and any bank interest, or other costs

a cancellation fee which is sufficient to cover our lost expenses and handling charges. If however you cancel a special order product after our suppliers have started manufacturing it, you will be liable for all associated costs.

7. LIABILITY

7.1 Without prejudice to the provisions contained in clauses 2.2, 2.3, 2.4, 2.5, 2.7, 3.1 and 3.2 if the goods we deliver are not what you ordered or are damaged or defective, or doors or are fitted negligently, we shall have no liability to you unless you notify us in writing at our contact address of the problem promptly.

7.2 If you notify a problem to us under this clause,

our only obligation will be:

7.2.1 to repair or replace any goods that are damaged or defective or fitted negligently; or
7.2.2 if repair to or replacement of the goods is not possible, or the cost of repair or replacement is disproportionate in the circumstances, to give you a partial or full refund for the goods in question, depending on what we consider is reasonable in the circumstances.

7.3 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under these terms and conditions including, without limitation damage caused to underground pipes and services (unless either you have instructed us at your expense to carry out a suitable survey of the site or the damage is caused by our negligent work) and we shall have no liability to pay any money to you by way of compensation

advice, we cannot be responsible for the continued suitability of the existing timbers after installation.

If you have any doubts, we advise you to instruct a surveyor to carry out a full inspection.

2.4 In a small number of cases, an existing opening can be in a slightly "out of square" condition. If this is obvious at the time the estimate is given, we will make this clear to you and may advise you against having the garage door installed. However, if it only becomes apparent when the new garage door is installed, our fitter will advise you of the situation and seek your confirmation that you would like him to try his best to install the door to operate as efficiently as possible within that opening, although we cannot guarantee its effectiveness where the door has been installed against our advice.

2.5 You are responsible for clearing the area where the products are to be fitted and we cannot be held responsible for any loss or damage caused to items not removed or adequately protected by you, unless the loss or damage is caused by our negligent work.

2.6 Please ensure that our fitters have access to sufficient electricity supply to enable them to install the products.

2.7 If you order products from us, or you provide us with measurements or other details for products which you ask us to install, which are subsequently discovered to be wrong, misleading or inaccurate, then you will be responsible for additional costs incurred by us in replacing any such products urgently unless such replacement is as a result of our erroneously advising you as to the suitability of the product in question.

incurred by us as a direct result of your delay.

4.3 If you cancel your order as a result of our late delivery which is caused as a result of a factor outside our reasonable control, we will be entitled to charge you in accordance with clause 6 below.

4.4 We are concerned that you receive your correct order intact. When new garage doors, or other products are fitted, we will ensure that we have the correct order before commencing work.

However, when you order goods to be delivered only, you must check the delivery at the time of delivery or as soon as possible after delivery to ensure it is correct and sign the acknowledgement overleaf. If there are any damages or shortages you must report them to us as soon as practicable after the damages or shortages are discovered, otherwise we cannot be responsible for replacing missing or damaged products.

5. GOODS WHICH REMAIN UNPAID

5.1 We will charge you interest on overdue bills at the rate of 2% per calendar month from the date on which you were due to pay us until you make the payment, which will be chargeable on a daily basis.

5.2 Until you have fully paid for your entire order, we will continue to own the products supplied to you.

Where you have paid by cheque or credit or debit card, "fully paid" means that the funds have reached our bank account.

6. CANCELLING ORDERS

When we receive your order, we process it as soon as we can. If you cancel an order where the garage door or other product is a stock item, we will lose the time we have spent on your order up to the time at which you cancel and so we reserve the right to charge you

other than to refund to you an amount for the goods under clause 7.2.2 above.

7.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

8. ENTIRE AGREEMENT

These terms and conditions set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person, agent, employee or other representative on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

9. INVALIDITY

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

10. LAW AND JURISDICTION

The validity, construction and performance of these terms and conditions shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which you and we submit.

11. THIRD PARTIES

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions

