



TERMS AND CONDITIONS

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

Please ensure that you are in possession of the latest update. WINDLESHAM GATES reserves the right to introduce any special clause, in writing relevant to an individual agreement/contract, prior to commencement of such works. "Others" is deemed to be any party other than WINDLESHAM GATES or its agent(s) or subcontractor(s).

1.0) All estimates are based upon works carried out during normal office hours and Saturdays 9am to 12pm unless otherwise stated. Works outside these hours are subject to a levy.

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

1.2) All estimates, quotations, and the like are valid for a period of 4 weeks unless otherwise agreed in writing on the estimate itself.

1.3) Estimates only include the work specified, and any additional work or parts required will be charged as extra to the estimated price.

1.4) Extras will be charged based on the current ruling 'Service Call Out' and Hourly rates plus Parts and VAT. The customer will be required to authorise any such extras.

1.5) All offers made by WINDLESHAM GATES are based on the customer requirements (anticipated 'System Design'). It is therefore the responsibility of the customer to inform WINDLESHAM GATES if the anticipated use of the system is to change.

1.6) WINDLESHAM GATES reserves the right to use approved subcontractors for all or any part of the works.

1.7) It is the customer's responsibility to inform WINDLESHAM GATES if the access point or location of the system has any security or safety status, or is a fire escape or fire brigades access route.

2.0) The customer is to inform WINDLESHAM GATES if the system is to 'Fail Secure' during a System or Mains Power Failure. Any decision made by WINDLESHAM GATES with regard to the Failure status of the Fail Release System is taken in good faith and no responsibility for such a decision can be accepted by WINDLESHAM GATES.

2.1) No responsibility for unseen circumstances or obstruction can be accepted by WINDLESHAM GATES or its subcontractors.

2.2) WINDLESHAM GATES must be advised by the customer (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.

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

2.4) 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 customer and are otherwise regarded as extra over to any offer made, or agreement reached by WINDLESHAM GATES.

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

2.6) WINDLESHAM GATES 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 to ensure adequate drainage.

3.1) 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's direct control may be charged as extra over the agreed value, at WINDLESHAM GATES ruling hourly rates.

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

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

5.1) In all cases, Builder's works (civil works) - concreting, ducting with suitable cords, brickwork and final decoration - is to be done by others unless specifically stated otherwise.

5.2) Any building or civil works agreed to be done by WINDLESHAM GATES 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.

5.3) Whilst every care will be taken during all site works, only basic back fill or finish will be carried out by WINDLESHAM GATES. 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.

6.1) Where existing supporting structures, piers, posts are required to be used by the clients request WINDLESHAM GATES will except no responsibility involving the use and continued suitability of existing. WINDLESHAM GATES will advise in writing as such and will of course advise the client an estimate to replace such at any time.

7.1) Under no circumstances will WINDLESHAM GATES accept responsibility for the inherent problems experienced with the use of timber products.

8.1) 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).

8.2) Earth Leakage Circuit Protection (RCCD) is always recommended at the system end of each mains supply run and each 220/240V cable is to allow for a separate earth conductor.

8.3) All extra low voltage cable runs (System's equipment 24V+/-) carried out by WINDLESHAM GATES, are to be installed accordingly to each site's condition, and are to be surface fixed or follow routes provided by others. 12 core RBS multi-core cable is advised and will be used where practical.

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

9.1) All cable routes, trenching, conduiting, ducting or trunking carried out by WINDLESHAM GATES are done so under the discretion of WINDLESHAM GATES's 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 customer, it is the customer's responsibility to inform the engineers before works begin.

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

- 9.3) All ducting and conduit runs carried out by others, for WINDLESHAM GATES 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.
- 9.4) Where cables are provided by others for WINDLESHAM GATES use, it is the customer's responsibility to assure they are suitable for the environment they are installed in.
- 9.5) No responsibility will be taken by WINDLESHAM GATES for cable runs provided for by others - even if the cable is supplied by WINDLESHAM GATES. It is the contracting installer or customer's responsibility to ensure a fault free run. Guidance and supervision will be made available by WINDLESHAM GATES upon request.
- 10.1) Where Audio, Video entry CCTV links are used, cabling between the system (Access Point) 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.
- 11.1) It is the customer's responsibility to inform WINDLESHAM GATES 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 as soon as possible.
- 12.1) Any connection or alteration to a WINDLESHAM GATES system, in any way, by others will automatically void any warranty unless specifically agreed in writing beforehand by WINDLESHAM GATES.
- 12.2) Repairs: only the actual work carried out and parts replaced by WINDLESHAM GATES 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.
- 12.3) All and any existing items used or re-used, will remain the responsibility of the customer. Any inspection, test or comments made by WINDLESHAM GATES are given in good faith without warranty of any kind.
- 12.4) All repairs carried out by WINDLESHAM GATES, are done so in good faith, with the overall interest and safety of the customer/user in mind.
- 12.5) Repairs that require major works likely to exceed a value of £750 net, will require authorisation and or a deposit before the works are carried out, unless agreed otherwise by both parties beforehand.
- 12.6) Any customer's item exchanged for WINDLESHAM GATES 'Service Exchange Parts' is done so in good faith with the subsequent cost of repairs to bring the customers' unit up to WINDLESHAM GATES's 'Service Exchange' stock standard, being the responsibility of the customer. WINDLESHAM GATES reserves the right to disconnect any system which is regarded as a risk to Health and Safety.
- 13.1) The customer is to be responsible for advising WINDLESHAM GATES 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 customer is to be held responsible for any additional costs as a result of any such condition.
- 14.1) ALL GOODS REMAIN THE PROPERTY OF WINDLESHAM GATES UNTIL PAID FOR IN FULL. ONLY ONCE THE AGREED PAYMENT ON ANY GOODS OR WORKS IS RECEIVED BY WINDLESHAM GATES WILL TITLE TO SAID GOODS OR WORKS BECOME THAT OF THE CUSTOMER.
- 14.2) 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.
- 15.1) Supply and Install
Terms of Payment : 50% Deposit with order , balance in full upon completion.
- 15.2) N.B. THE FULL AMOUNT OF MONIES IS DUE UPON COMPLETION, EVEN IF COMMISSIONING IS HELD UP BY CIRCUMSTANCES BEYOND OUR CONTROL.
- 15.3) 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.

15.4) Supply Only

Terms of Payment : Full payment with order unless account is opened by WINDLESHAM GATES Management Account Customers : 30 days credit up to approved limit only.

15.5) Service & Repair Works

Terms of Payment : Payment is due on completion of any part of works invoiced.

15.6) Maintenance Agreement

Terms of Payment : Annually in advance

15.7) WINDLESHAM GATES reserves the right to add interest to any outstanding account not settled within 30 days of the date of invoice. Commercial Debts at an annual rate of 8% and Residential 3%

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

15.9) WINDLESHAM GATES reserves the right to refuse any account to any party without explanation.

15.10) Special Contract Payment Terms (Application for Payment) : Any order accepted by us upon A.F.P. account, will require full payment of any section done per month, within 30 days of invoicing of said section.

16.0) 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.

16.1) 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).

16.2) 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).

17.1) 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).

17.2) In the event of an extended delay, 30 days plus, not of WINDLESHAM GATES's making, WINDLESHAM GATES reserves the right to levy a storage of 5% per month of the sale only value of the said goods.

18.1) WINDLESHAM GATES 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, prevent access to the site or delay WINDLESHAM GATES's fitters carrying out the work.

19.1) 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.

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

21.1) Warranty Periods: New Products or installations carry a 12 month warranty, subject to normal wear and tear. 2 or 3 years warranty (return to base) on Gate Operators dependant on Manufacturer. Supply only items carry a 12 month warranty, subject to normal wear and tear. Service Exchange Items carry a 3 month warranty, subject to normal wear and tear.

22.1) WINDLESHAM GATES may use photographs of installations for marketing purposes unless requested not to do so by the client in writing.

23.1) The contract shall be construed and operated in accordance with the laws of England.

24.1) Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact 0333 241 3209 or via their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>