

EMSWORTH GARAGE DOORS – ON PREMISES - SUPPLY OF GOODS

OUR TERMS

1. THESE TERMS

- 1.1 These are the terms and conditions on which we supply products to you.
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are EMSWORTH GARAGE DOORS, a trading name of Williamson Menzies Ltd a company registered in England and Wales. [Our company registration number is 7676296 and our registered office is at Unit 8 Downley Point, Downley Road, Havant, PO9 2NA. Our registered VAT number is 128 1585 10
- 2.2 You can contact us by telephoning 01243 379516 or by writing to us at info@emsworthgaragedoors.co.uk or Unit 8 Downley Point, Downley Road, Havant, PO9 2NA
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 Our acceptance of your order will take place when we tell you that we are able to provide you with the product at which point a contract will come into existence between you and us.
- 3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. OUR PRODUCTS

- 4.1 The images of the products in the manufacturers brochure that we provide on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a garage doors colour printed picture in the manufacturers brochure accurately reflects the colour of the products. Your product may vary slightly from those images.

- 4.2 If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. If you would like assistance in how to measure please contacting us.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8- Your rights to end the contract).

6. OUR RIGHTS TO MAKE CHANGES

- 6.1 We may change the product to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not affect your use of the product.
- 6.2 In addition, we may make changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

7. PROVIDING THE PRODUCTS

- 7.1 If there is a delivery cost then you will be notified in writing before you place your order.
- 7.2 During the order process we will let you know when we will provide the products to you and will provide you with an estimated delivery date before final confirmation of arrival date.
- 7.3 If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. However manufacturing issues are out of our control and we don't offer refunds or discounts for manufacturer delays.
- 7.4 If you have asked us to install the produces but do not allow us access to your property to as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.
- 7.5 A product which is goods will be your responsibility from the time we deliver and install the product to the address you gave us.
- 7.6 You own a product which is goods once we have received payment in full.
- 7.7 We may need certain information from you so that we can supply the products to you. If so, we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.8 We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
 - (b) update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.9 We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 3 months you may contact us to end the contract for a product and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.10 If you do not pay us for the products when you are supposed to (see clause 11.3) and you still do not make payment within [7] days of us reminding you that payment is due, we may charge you interest on your overdue payments (see clause 11.4).

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 You may contact us to end your contract for a product at any time before we have delivered and installed it and you have paid for it, but in some circumstances we may charge you for doing this, as described below. Of course, you always have rights where a product is faulty or mis-described (see clause 10, "If there is a problem with the products").
- 8.2 If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:
- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
 - (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - (c) we have suspended supply of the product for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
 - (d) you have a legal right to end the contract because of something we have done wrong.
- 8.3 If you end the contract after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. If you are ending the contract for one of the reason specified in clause 8.2 above, or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.
- 8.4 You do not have a right to change your mind in respect of:
- (a) bespoke and custom made items;
 - (b) services, once these have been completed, even if the cancellation period is still running;
- 8.5 Even if we are not at fault and you do not have a right to change your mind (see clause **Error! Reference source not found.**), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for, or installed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract

before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. OUR RIGHTS TO END THE CONTRACT

9.1 We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us **OR** we are unable to collect payment from you when it is due and you still do not make payment within [7] days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products; or
- (c) you do not, within a reasonable time, allow us to deliver & install the products to you or collect them from us.

9.2 If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 We may write to you to let you know that we are going to stop providing the product. We will let you know as soon as possible if we are going to be stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

10.1 If you have any questions or complaints about the product, please contact us. You can telephone us on 01234 379516 or write to us at info@emsworthgaragedoors.co.uk and Unit 8 Downley Point, Downley Road, Havant, PO9 2NA.

10.2 If you wish to exercise your legal rights to reject products you must either return them in person to our warehouse at Unit 8 Downley Point, Downley Road, Havant, PO9 2NA, post them back to us at the same address or if they are not suitable for posting allow us to collect them from you.

11. PRICE AND PAYMENT

11.1 The price of the product (which includes VAT) will be the price set out on our quotation, or on the invoice provided to you. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause **Error! Reference source not found.** for what happens if we discover an error in the price of the product you order.

11.2 If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product including delivery and installation costs in full before the change in the rate of VAT takes effect.

11.3 The price for the product will be agreed prior to the product being ordered. Emsworth Garage Doors will provide you with a detailed quotation outlining the product and services that you will be paying for. To confirm an order we require a 40% deposit, which

will be invoiced to you via post or email. On receipt of this deposit, we will place the order for the products with the relevant manufacturer, unless they are held in stock at our warehouse.

- 11.4 We accept payment with All major credit cards, as well as BACs, cash and cheque
- 11.5 If we are unable to collect any payment from you by the due date we may charge interest to you on the overdue amount at the rate of [4]% a year above the base lending rate of [Barclays Bank Plc] from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 11.6 If you think an invoice is wrong please contact us promptly to let us know.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill.
- 12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods and for defective products under the Consumer Protection Act 1987
- 12.3 If we are installing the products or providing other services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 12.4 We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 13.1 We will use the personal information you provide to us:
 - (a) to supply the products to you;
 - (b) to process your payment for the products; and
 - (c) for warranty purposes if there is a fault with any product and your details have been requested by the manufacturer.
- 13.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

14. OTHER IMPORTANT TERMS

- 14.1 We may transfer our rights and obligations under these terms to another organisation.
- 14.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- 14.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 14.6 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.