

## TERMS & CONDITIONS OF SALE

### 1. GOING AHEAD AND PAYMENT

- 1.1 When doors or other products are sold on a supply only basis and not fitted by us, you must pay in full at the time you place your order which once ordered is non-refundable.
- 1.2 All supply and fit jobs require a 50% deposit with order which is non-refundable, and the final 50% paid on completion of installation and should be paid on the same day work is completed to installer.
- 1.3 If your final balance payment is not received by us (for example, if your debit or credit card declines or your cheque is declined by your bank) or if you otherwise fail to make your final balance payment to us upon completion of the installation of the product(s) ordered, we may instruct internal or external debt collectors to collect the monies due from you under the contract. Where we instruct any debt collector, we reserve the right to charge you, in addition to the overdue amount and accrued interest and any other remedies or rights that we may have, for any charges reasonably incurred by us in instructing a debt collector. Orders that remain unpaid after the due date shall be subject to an interest charge of 20% per annum above the Bank of England base rate from time to time. Interest will accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us this interest together with the overdue amount.
- 1.4 All goods remain property of Britannia Garage Doors until paid in full. If unpaid goods will be removed and an extra cost will occur for removal.
- 1.5 Repair jobs must be settled in full with our engineer on completion of works.

### 2. CANCELLING ORDERS/ RETURNS

- 2.1 When we receive your order, we process it as soon as we can. If you cancel an order where the 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 a cancellation fee which is sufficient to cover our lost expenses and handling charges.
- 2.2 If you cancel a special-order product after we have started manufacturing it, you will be liable for all associated costs.
- 2.3 Non-stock goods cannot be returned, this will include made to measure, personalised items or those additional features.
- 2.4 If you provide us with measurements, once ordered you agree that the product is the correct size and or description and therefore, we are not liable if the item arrives, and you are not able to fit it.

### 3. OUR PRODUCT

- 3.1 The images of the products in our brochure, our visualisation application and/or on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.

### 4. ESTIMATES AND INSTALLATION

- 4.1 All estimates are valid for twenty-eight days from the date of issue, during which you are entitled to make an order. After 28 days, you must ask for a new estimate from us.
- 4.2 The company does not accept any responsibility for conditions occurring due to uneven or sloping floors however every effort will be made to ensure that water ingress is kept to a minimum.
- 4.3 Structural modifications are not included in the quotation such as making good of brickwork, pointing, rendering, floor or timbers which has been damaged during installation and which is not caused by our negligence in installing the door or other products and will be the customer's

responsibility. Doors will be installed true and square which may exaggerate sloping walls and floors.

- 4.4 Very occasionally, an existing opening or wall 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 door or other product installed. However, if it only becomes apparent when the new door or other product is installed, our fitters will advise you of the situation and seek your confirmation that you would like them to try their best to install the door or other product to operate as efficiently as possible within that opening or wall, although we cannot guarantee its effectiveness where the door or other product has been installed against our advice.
- 4.5 You are responsible for ensuring 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.
- 4.6 Please ensure we have sufficient access into the garage for the products we are fitting.

### 5. YOUR RIGHTS TO MAKE CHANGES

- 5.1 All if you wish to make a change to the product(s) 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(s), the timing of their 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.

### 6. DELIVERY

- 6.1 If you miss your delivery, you will need to pay again for the re-delivery of goods.
- 6.2 In order to ensure safe working practices, it is a condition of these terms that the area in which the works are to be carried out is cleared of, without limitation, pets, plants, furniture, breakable items and household residents. We require 24 hours' notice of a cancelled installation appointment otherwise we reserve the right to charge you for the costs of the cancelled appointment.
- 6.3 For larger orders it may be necessary for the products ordered to be delivered to your property prior to the installation date. We will inform you where this is necessary, and you will be responsible for accepting such a delivery in accordance with these terms.
- 6.4 The product(s) you have ordered will be your responsibility from the time we deliver the product(s) to the address you provide us.
- 6.5 We will always give you a delivery price estimate which we will require payment for before delivery.

### 7. ENTIRE AGREEMENT

- 7.1 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 representative 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.

### 8. WARRANTY

- 8.1 All our products are covered by a warranty upheld by the manufacturer. Length of warranty should be checked for each individual item.
- 8.2 The customer shall have no right to reject the goods or other claim in respect of cosmetic scratches on the equipment and the liability of the Company shall be limited to touching up of the same.