

Terms and Conditions of Business

1) General

- a) Garage Door Rescue Limited (hereinafter referred to as the “Company” or “we”) provide Garage Door & Access Gate Fitting, Repair and Maintenance Services.
- b) A letter of engagement accompanied by our standard terms and conditions will be provided at the start of any contract for works.
- c) The following conditions are applicable except insofar as varied by specific agreement.

2) Construction Phase Plan (CDM 2015) - CPP

- a) The Company complies with the Health and Safety Executive requirements and have a CPP available for viewing. We will discuss this with you as required throughout our contract.

3) Specifications & Drawings

- a) These remain the property of the Company and must not be shown or made accessible to third parties without written consent. Copyright is expressly reserved.

4) Prices

- a) All quotations are based on the exchange rate and the prices for labour and materials ruling at the dates shown, and in the event of variation occurring in these before delivery, the right is reserved to vary our prices to the buyer accordingly.
- b) No agent, salesman or representative has authority to accept orders subject to, or to make, any terms, agreements or conditions other than as herewith specifically set out, nor will we be bound by the same unless confirmed in writing
- c) Additional work requested after an agreement to contract must be the subject of a further written quotation specifying prices and acceptance by the customer. These prices can be different from the price quoted for similar work in the original contract

5) Payment

- a) Unless otherwise agreed, payment for installation work will be made on the basis of a deposit of 50% of the final invoice value up to a maximum of £495, and the customer will pay the balance on completion.
- b) Payment for equipment or parts will be made by 25% deposit with order and the balance when delivered to site, unless otherwise agreed.
- c) Invoices are due for payment on completion unless otherwise agreed
- d) If after 28 days an invoice is not paid in full we reserve the right to charge interest on the outstanding balance at 3% above Bank Base Lending Rate from the date of the invoice until such time that the account is paid in full.
- e) Should payment not be made for work done to date or equipment supplied, within a reasonable period from the date of invoice(s) we reserve the right to suspend further work or the supply of further equipment within the contract until such time as payment shall be made. Any such suspension of work or deliveries of material shall not give the customer the right to cancel the agreement nor to claim for compensation

6) Delivery

- a) We reserve our right to amend the delivery date:
 - i) If the conditions for payment are not observed
 - ii) If through no fault of our own, we are prevented from carrying out our obligations

- iii) If the Information needed for the execution of the order has not been supplied to us in time, or is the subject of subsequent changes.
- b) Late delivery gives the customer neither the right to cancel the agreement nor to claim for compensation. Damages suffered by our customers can only be claimed if specifically agreed in writing beforehand.

7) Risk in Transit

- a) Whether or not orders include prepaid goods, these are sent at the customer's risk.
- b) Notification of non-delivery or damage must be made within seven days for us to obviate resultant damage.

8) Site Conditions

- a) Should the condition of the site designated for the installation of our equipment be considered by us to be unsatisfactory, whether for the installation of the equipment or for the future operation and maintenance of the equipment, we reserve the right to defer installation until such time as the unsatisfactory conditions have been remedied to our satisfaction. Such deferment shall not give the customer the right to cancel the agreement nor to claim compensation.

9) Work Guarantees

- a) All works are guaranteed for one year from date of completion; this covers parts and labour - please see our guarantee documentation for further information. Any specific manufacturer's warranty will be provided on request. Your statutory rights are not affected by our guarantee. Our Warranties and Guarantees are not insurance backed.

10) Ownership

- a) Until full payment has been made, the products remain the property of the Company notwithstanding installation or annexation. Counterclaims or complaints do not entitle the customer to withhold payment or to settle accounts by "set off".

11) Quotation Time Limit

- a) Quotations remain valid for thirty days from the date shown thereon. We reserve the right to reissue the quote with amended prices after this time limit has expired.

12) Limitation

- a) All quotations are given by the Company on condition that the Company shall not be bound until it has communicated written acceptance of the Customer's orders. In the event of any Inconsistency between the terms of the Customer's Order and these conditions, the Customer shall, if he accepts equipment delivered against such order, be deemed to have agreed to these conditions

13) Quotations are subject to our survey.

14) If when executing quoted or estimated alterations/repairs or maintenance, we find there is additional work due to further damage, this will be brought to the customer's attention, together with cost of any necessary additional work and/or materials

15) The total price will be subject to the addition of VAT unless otherwise stated

16) If details given by telephone prove incorrect or incomplete the right to charge cost of necessary additional work or materials is reserved.

17) Free use of on-site power where necessary is assumed in any quotation/estimate.

18) Unless otherwise agreed the main contractor/customer will be responsible for unloading and the safe and dry storage of materials not immediately used.

19) The carrying and hoisting of materials to correct floor or working area shall if required be the responsibility of the customer.

- 20) All work to be done during normal working hours, unless otherwise agreed.
- 21) Our Professional Indemnity Insurance Provider is currently Maltings Insurance, policy expiry date 21st November of the current trading year

22) Applicable law

- a) Unless otherwise agreed, English law shall be applicable to all contracts, with the English Courts having exclusive jurisdiction in relation to any claim, dispute or difference concerning the service and any matter arising from it.

23) Complaints

- a) We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied. To ensure we are able to put things rights as soon as possible, please read this complaints procedure and we will respond promptly to ensure complete satisfaction.
- b) As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards.
- c) In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible. Either telephone, write or email us using the contact details provided.
- d) We aim to respond within 3 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.
- e) Where we are unable to resolve your complaint using our own complaints procedure, as a Which? Trusted trader we use the Dispute Resolution Ombudsman for dispute resolution. In the unlikely event that we cannot remedy your complaint to your satisfaction you may wish to refer your complaint to them. If you wish to do so, please contact Which? Trusted traders in the first instance on 0117 981 2929.

24) Cancellation

- a) Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel a contract during a period of 14 calendar days from the day a notice is sent or given to you. During that period if you choose to cancel the contract any money paid by you will be refunded.
- b) However if you have already given written approval for the work to begin before the end of the cancellation period you may be required to pay for goods or services already supplied.
- c) If you wish to cancel the contract you must do so in writing, either by letter or email, or by using Form 1 below - but only if you wish to cancel the contract. Your notice must be delivered personally or sent (by electronic mail or post to:
Garage Door Rescue Ltd, 3 Coleshill Drive, Faringdon, SN7 7FE
email: sales@garagedoorrescue.co.uk
- d) The notice of cancellation is deemed to be served as soon as it is posted or in the case of an electronic communication from the day it is sent.
- e) If you wish to give permission to commence work prior to expiry of the cancellation period, please use Form 2 below.

FORM 1 - Customer Cancellation Notice

If you wish to cancel your contract under the terms of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013,

Name of customer: _____

Address of customer: _____

I/We hereby give notice that I/We wish to cancel my/our contract dated: _____

Customer signature _____ Date: _____

FORM 2 - Confirmation of Agreement to Work commencing prior to the expiry of the Cancellation Period

Name of customer: _____

Address of customer: _____

I/We agree that Garage Door Rescue Ltd may commence work before my cancellation period has expired on this date: _____

I understand that if I decide to cancel within fourteen working days, I may be asked to pay for any work that has been done prior to my cancellation.

Customer signature _____ Date: _____