



## **SOS Garage Doors 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 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.

1.2 All supply and fit jobs require a 50% deposit with order, followed by a 30% (of gross order value) interim payment when the job is scheduled for installation. With 20% balance paid to our installer on completion.

1.3 Repair jobs must be settled in full with our technician on completion of works.

### **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), other products 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 door or other product.

2.3 If we believe the existing supporting structure is unsuitable to install a new door or other product, 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 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 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.

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 suitable 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.

### **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 decomposition of the supporting timbers or structures, which we advise should be treated appropriately to avoid or postpone rotting or decomposition 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 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 doors and/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 deliver 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 credit or debit card, "fully paid" means that the funds have reached our bank account. Payment by cheque "fully paid" when cheque cleared.

## **6. CANCELLING ORDERS/RETURNS**

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. If however you cancel a special order product after our suppliers have started manufacturing it, you will be liable for all associated costs.

Non-stock goods cannot be returned, this will include made to measure, personalized items or those customized specifically for you, special colours and or additional features; 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.

## **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 other product 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 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

## **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