

CHERRY GATES & BARRIERS LTD. GENERAL TERMS AND CONDITIONS OF SALE

The below listed terms and conditions of sale shall apply to all contracts between the seller and the customer or the customer's agent. No variation of these terms and conditions shall be entered into nor become effective unless agreed in writing and signed by Cherry Gates & Barriers Ltd.

DEFINITIONS.

- A. The customer / purchaser shall mean yourselves or agent acting on your behalf.
 - B. The seller shall mean Cherry Gates & Barriers Ltd or CG & B Ltd as referred to below.
 - C. The materials shall mean cables, piping, trunking electrical accessories and other such items that may be required to undertake / complete the contract / installation.
 - D. The goods shall mean the equipment as specified within the drawings, specification, quotation or estimate.
 - E. Estimate means a non fixed monetary amount that is subject to change based upon actual site or installation requirements to undertake or complete the contract / installation.
 - F. Quotation means a fixed monetary amount based upon an agreed specification / drawing. Additional works or materials will only be undertaken with the customer's written consent and agreement to pay the additional cost.
1. Payment of the total contract price shall be in two equal sums. The first payment being a 50% deposit due on the date of order with the second payment due on the date of installation / completion. These payments apply to all contracts unless specified otherwise in our quotation / estimate.
 2. CG & B Ltd reserves the right to charge interest at 2.5% per month or part thereof on any sum outstanding for more than seven days following the installation date / supply of the goods. *The customer shall not be entitled by reason of any alleged minor defect to withhold more than a proportionate amount of the sum due.*
 3. Upon signing by the customer or his agent the seller's acceptance of quote / estimate document, a binding contract will be created in respect of the order details, and the deposit becomes payable.
 4. The customer may cancel this agreement within seven days following the making of this contract. If you cancel the agreement after the period referred to, unless we are in breach of contract, we have the right to retain all or part of your deposit as a contribution towards any losses or costs we suffer as a result of the cancellation.
 5. The seller CG & B Ltd will ensure that the installation will be completed within a reasonable period of time and will endeavour to keep the customer informed of any material developments that may affect the final installation. While the seller CG & B Ltd will endeavour to make every reasonable effort to execute the order within any given approximate time scale, the seller CG & B Ltd will not be liable for delays caused by circumstances beyond the seller's direct and reasonable control. Examples of such are: strikes, civil actions, failure of couriers, transportation companies to deliver goods on time, foul weather, illness, accidents, terrorism, and acts of God. If such delays occur we will complete the work as soon as possible. CG & B Ltd will not enter nor be bound by any contract that places any financial penalty upon itself.
 6. By entering into a contract with CG & B Ltd, the customer or his agent grants access onto their property to both CG & B Ltd and / or its agents to carry out the installation / delivery of goods and also to carry out minor adjustments as may be required both during the installation and within a reasonable time after the installation. If the customer fails to pay all sums due as agreed in the quote, estimate or request for additional works we may require the customer upon reasonable notice to return and deliver up the goods to us failing which we shall take legal proceedings to recover the goods or their value.
 7. Unless agreed in writing all goods / materials delivered to the customer's premises shall be at the customer's risk, but ownership and title of goods / materials shall remain with CG & B Ltd. until the customer has paid in full the written agreed amounts.
 8. The installation is guaranteed for parts and labour for one year from the date of completion unless stated otherwise. This guarantee does not cover damage caused by misuse, accident, terrorism, tampering, neglect, impact, natural causes or acts of God. The seller CG & B Ltd shall not be liable for losses that were actually unforeseeable to the parties when the contract was formed, for losses not caused by the Company's breach of the contract or for any business losses. This guarantee will in no way affect your statutory rights relating to faulty or misdescribed goods. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.
 9. The fitting of security hardware / systems is meant as both a visual and physical deterrent and in no way does it guarantee against any actual or attempted unlawful entry, neither does it guarantee that criminal / accidental damage will be prevented. It is the customer's responsibility to ensure that any local authority guidelines are complied with regard to any proposed installation or alteration. The customer shall advise CG & B Ltd in writing of any health and safety issues or the presence of hazardous substances or installations that are present on the site, be such hazard either above or below ground. CG & B Ltd will endeavour to work safely at all times and take reasonable steps to eliminate or minimise any hazards.