

# Electric Gate Fix

## Terms and Conditions of Trade.

**No one likes the small print.**

While it might feel a bit time-consuming to read the fine print, we do believe it is the best way to manage expectations and avoid any surprises. Our terms of trade set out what we will deliver to you and what we expect from you. The last thing we want is a mismatch in understanding and a poor outcome for you, the homeowner.

We believe in providing great service and we take pride in our standards. The terms of trade below serve as the criteria for all of the work we carry out. These terms override any agreements made in person, over the telephone, or in any other communication.

When you ask **Electric gate Fix** to carry out work on your behalf, you agree to uphold your obligations under these terms of trade. If payment is made to the Electric gate Fix these terms will apply if the contract is not signed the contract will be implied between both parties and these T&C's will apply.

If you have any questions please contact us on our **office number 07388 801107 or email us at [contact@electricgatefix.co.uk](mailto:contact@electricgatefix.co.uk)** If you are unhappy with the work we provide, or have any problems or comments, please let us know immediately. We will do our best to fix any problems right away. If you do not give us feedback or if you delay payment, it makes it difficult for us to put things right.

We take pride in what we do and would love for you to use us again and tell your friends. You can be sure that we want you to get the outcome you are after, as much - if not more- than you do.

**You can contact us the following ways:**

### 1 Our Charges

<b>Mobile Number</b>	07388 801107
<b>Text</b>	07388 801107
<b>Email</b>	<a href="mailto:contact@electricgatefix.co.uk">contact@electricgatefix.co.uk</a>

Description	Charge
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<b>Call Out Fee 8am- 5.30pm (Hourly)</b>	£110 + VAT Per Hour
<b>Call Out Fee 5.50pm- 7.00am (Hourly)</b>	£180.00 + VAT Per Hour
<b>Call Back Fees (Hourly)</b>	£110 + VAT Per Hour
<b>Cancellation Fee within 24 hours of appointment</b>	50% Deposit
<b>Hourly Rate Gate Engineer</b>	£110 + VAT Per Hour
<b>Waiting Time (Hour)</b>	£110 + VAT Per Hour

## **After Hours Call Out Fee**

**1.1** We define our normal hours of business from 8.00am-5.30pm Monday to Friday. Work done

outside of these hours is subject to an after hours call out fee.

### **Call Out Fee**

**1.2** A call out fee is a hourly charge for a gate engineer to attend your site and to diagnose or try to fix the gate problem.

### **1.3 Call Back Fees**

Call back fees are when the gates are still creating problems once the original gate problem has been or thought to of been solved. Standard call out fees will apply when a engineer gets called back to solve a new or existing fault. (Electric Gate Fix endeavours to solve the gate

fault on the first visit but due to the nature of the gate automation industry secondary faults or persistent faults with gates do occur and additional time and cost are needed to repair the gate system.)

### **1.4 Parking Permits/Tolls/Paid Parking**

If in the course of undertaking work for you, we are required to pay for parking or any other vehicle travel costs, the cost will be passed on to the customer. This will be charged in the final invoice fee if applicable .

### **1.5 Additional Travel to the Job Site**

We allow up to 30 minutes travel time to your site. This cost is covered in the call-out fee. If we take longer than 30 minutes to travel to your job, the cost of this additional travel time may be charged to you.

## **2 After Hours Work**

**2.1** If, in the course of a job, you ask us to do work which falls outside of normal working hours,

we will have to charge you additional fees. If it has been arranged as a call-out, call-out fees will be applied. If not, additional fees will be applied to cover the overtime rates.

### **3 Cancellations/Rescheduling Appointments**

**3.1** We are always happy to reschedule an appointment free of charge if a notice period of at least 24 hours is given prior to the appointment.

**3.2** If you need to cancel your appointment, please provide us with at least 24 hours notice or a fee may apply for call outs and agreed work times.

**3.3** A cancellation fee of 50% will apply to appointments that are not cancelled within 24 hours of your appointment.

**3.4** The Electric Gate Fix will not be help responsible for any charges due to cancellation times or late arrivals or aborted appointment times.

**3.5** A minimum charge of 3% will be incurred when a refund is requested. This covers the fee we pay our merchant fees.

### **4 Payment**

**4.1** Call out fees will be payable in full prior to the Call out. A call out can not be booked in until payment has been received in full.

**4.2** Gate services packages will be paid in full prior to the Gate service being carried out and an appointment being booked. If any additional work is required or requested payment will be made via invoice or card machine.

**4.3** Gate repair/installation work requires a 50% deposit to be paid prior to the commencement of work. Once payment has been received we will contact you to arrange a suitable/convenient time to commence the agreed works.

**4.4** Final payment for agreed work will be required by card machine on the date of completion or if agreed by Electric gate Fix a final invoice will be sent via email with a payment link

**4.5** ....The Customer shall pay in full for the goods and services no later than the date specified on the Company's invoice. The Customer shall not have any right of set-off or deduction against the required payment or on account of any money which **[Electric Gate Fix]** may owe the Customer. If the Customer fails to pay the full amount due, on or before the due date,

**[Electric Gate Fix]** (without prejudice to its other rights and remedies) shall be entitled to charge the Customer interest on the amount outstanding from due date until payment.

**4.6....**The price for the goods and services supplied by **[Electric Gate Fix]** shall become immediately payable, regardless of any other terms of payment, and **[Electric Gate Fix]** may take immediate action to recover the price. This includes if the Customer is in default under any agreement with **[Electric Gate Fix]** or commits an act of insolvency or bankruptcy, goes into liquidation, receivership or voluntary administration, enters into a creditors' composition, or has its credit standing impaired in any way.

## **Deposits**

- All jobs will require a 50% deposit before work commences
- If a deposit invoice is sent and remains unpaid before the work commences, we reserve the right to halt work until payment is made. We also reserve the right to cancel the contract entirely, if payment is late or delayed.

## **5 Warranties**

**5.1** All new parts fitted by Electric gate Fix come with a manufacturers warranty, Manufacturers warranty times vary. manufacturers T&C's apply.

**5.2** Electric Gate Fix reserve the right to apply labour charges when replacing faulty manufacturers parts.

**5.3** Electric gate fix hold no responsibility for the Damage of parts by insects, bugs, slugs, water or debris.

**5.4** Electric gate Fix accepts no responsibility for the misuse or excessive use of gate automation parts.

**5.5** Parts are covered under the manufacturers warranty  
Manufacturers T&C's apply

**5.6** Electric gate Fix warranty only applicable to the invoiced customer, if a property changes hands within the specified warranty time the warranty remains with the original purchaser of the service/product. \*The warranty does not move on to the new owner/Tenant.

**5.7** Warranty only applies on new Parts supplies by the Electric Gate fix

**5.8** Warranty does not apply to service/Labour only work.

**5.9** If a third party has carried out work on the gate system the warranty will cease.

**5.10** All parts purchased for the customer are the property of the customer once paid for in full. It is the customers responsibility to make sure the parts are used as they should be. If a fault is found in the warranty period it is the responsibility of the customer to contact the manufacturer of the faulty part/parts. If a manufacturing fault is found on the part it is for the customer and manufacturer to come to a agreement. Faulty manufactured parts are not the responsibility of Electric Gate Fix.

**5.11** If a fault is found within the first 3 months of the original agreed work being carried out on the new parts installed all labour charges for the named work will be carried out for free by Electric Gate Fix.

**5.12** Electric Gate Fix accept no responsibility for all original underground cabling.

**5.13** The warranties given in these Terms and Conditions will not **apply if the Products or a part of them have been:**

- a) used improperly or outside their normal environmental or operational parameters as set out
- in the Statement of Works or the Technical Specification; or • b) subject to accidental damage or vandalism; or
  - c) subject to flooding, subsidence or other ground movement; or
  - d) subject to Excessive Usage; or
  - e) serviced, repaired, altered or modified other than by Us; or

- f) in respect of timber Products, used against Our advice or recommendations; or
- g) subject to damage as a consequence of the failure of parts or items which You decided
- should be used, or should not be not repaired or replaced, against Our advice or
- recommendations; or
- h) subject to damage as a consequence of the failure of parts or items not installed or serviced
- by Us; or
- i) found to have defects which have arisen as a result of works not carried out by Us, including
- but not limited to footings/foundations, connections to other structures, and electrical
- connections; or
- j) not cared for or not maintained in accordance with the Technical Specifications.

- Products shall not be considered to be faulty or in breach of their warranty solely because of:
  - a) The effects of normal wear and tear; or
  - b) Any slight deviation in dimensions due to manufacture;
- - where these do not materially affect the normal operation of the Products.
- If You are a consumer, the above warranties and warranty remedies are in addition to and shall
- not reduce Your statutory rights including Your rights in respect of Our obligation to provide
- Products of satisfactory quality.
- If You are a business, the warranties set out in this Clause 7 are the only warranties that apply to
- the Products and Services and We hereby exclude all other conditions, warranties, representations
- or other terms that might otherwise be implied or incorporated in these Terms and Conditions, such

- as (but not limited to) those of satisfactory quality, fitness for a particular or any purpose, or the
- ability to achieve any particular result. Risks
- Electric Gate Fix hold no responsibility for the damage of property or underground services unless full diagrams of the whereabouts of the services are supplied to us before the commencement of works by the client.
- All material left on site are the responsibility of the customer including lost, theft or damage by others.

## **6 Disputed Invoices**

**6.1** If you need to discuss any aspect of payment, please contact us immediately.

**6.2** If you are dissatisfied with the invoice, it is your responsibility to contact us immediately.

## **7 Unpaid Accounts**

**7.1** If payment remains outstanding for over **20 days** from the invoice due date a late

fee of £99 may be added to your account at our discretion.

**7.2** We reserve the right to charge 3% compounding interest on a monthly basis for overdue accounts.

**7.3** Debt Collection costs may be added to invoices that remain outstanding for over **20 days** from the due date.

## **8 Delivery and Return**

**8.1....**Delivery of goods shall be deemed to be made to the Customer when the goods are first dispatched from **[Electric Gate Fix]** premises or collected by the Customer or the Customer's agent. All carriers of goods are deemed to be agents of the Customer.

**8.2....****[Electric Gate Fix]** may stop future deliveries until the Customer has paid for all previous supplies of goods or services supplied by **[Electric Gate Fix]** (whether payment is due or not).



**8.3....**If **[Electric Gate Fix]** is unable to deliver the goods or perform a service because of any cause beyond its control (including any force majeure event) **[Electric Gate Fix]** may suspend delivery or cancel the Customer's order without incurring any liability for loss or damage suffered by the Customer.

**8.4....**Goods will only be accepted for return with the prior approval of **[ ]**. **Electric Gate Fix** and all other costs associated with the return of goods will be at **Electric Gate Fix** the Customer's expense unless otherwise agreed in writing by **[ ]**.

## **9. Risk**

**9.1....**Goods are at the sole risk of the Customer upon delivery in accordance with clause 4.1 whether received by the Customer or not. This also includes a delay in delivery, even if ownership of the goods has not been passed on to the Customer.

**9.2....**The Customer shall at all times insure the goods and keep them insured for their full value against all causes including loss or damage by fire and theft. If the goods are lost, damaged or destroyed, the Customer must agree to make a claim against the insurance policy with respect to the lost, damaged or destroyed goods, and to immediately pay the proceeds received to The Customer will remain liable to The Company for any shortfall in the insurance proceeds.

## **10. Ownership**

**10.1....**Ownership of the goods shall not pass on to the Customer until the Customer has paid for the goods in full. In addition, any proceeds of the sale of goods that has not paid for shall belong to The Company.

**10.2....**Notwithstanding the provisions of clause 6.1 regarding **[Electric Gate Fix]** ownership of any sale proceeds, until the ownership of the goods has passed on to the Customer, the Customer shall not be entitled to sell or deliver possession of the goods to any other person.

## **11. Enforcement**

**11.1....**The Customer indemnifies **[Electric Gate Fix]** for any and all costs associated with the enforcement of these terms of trade, including legal costs on a solicitor/ client basis. This includes; but is not limited to, the cost of any debt collection procedures for which the customer may be liable for, on top of the outstanding debt.

## **12. Representations, Warranties, Terms and Conditions**

**12.1....**To the maximum extent permitted by law, all representations, warranties, terms, and conditions (including any representation, warranty, term or condition expressed or implied by law or otherwise) that are not expressly included in these terms of trade are hereby excluded from the contractual arrangements between **[Electric Gate Fix]** and the Customer. Without limiting the generality of the foregoing, the provisions of the Consumer Guarantees Act shall not apply to the supply of goods or services by **[Electric Gate Fix]** to the Customer where the Customer acquires, or holds himself or herself out as acquiring, the goods or services for the purposes of a business.

**12.2....** If **[Electric Gate Fix]** shall be under any liability whatsoever to the Customer then whether such liability be in contract, tort (including negligence or for personal injury) or otherwise and notwithstanding any relief or remedy to which the Customer may be entitled at law or in equity, such liability shall be limited to the price at which the goods or services are supplied to the Customer. This includes the actual loss or damage suffered by the Customer, whichever shall be the lesser.

**12.3....**Under no circumstances will **[Electric Gate Fix]** be liable for any financial or economic loss or any indirect or consequential loss of any kind whatsoever.

## **13. Amendment**

**[Electric Gate Fix]** may amend these terms of trade from time to time. The Customer shall in respect of the supply of any particular goods or services by **[Electric Gate Fix]** to the Customer be bound by the terms of trade applicable at the time of sale of those goods or services. A copy of the latest version of the terms of trade will be available upon request at the local branch office of **[Electric Gate Fix]**.

## **14. Subcontractor Fees**

**14.1** A commission Fee may be agreed between Electric gate Fix and a third party such as a management company or property management company. Electric Gate Fix will only pay commission before a quote is sent and a % is agreed between both parties. The fee will be deducted by the Payee from Electric gate Fix final invoice.

## **15 Work Disputes**

**15.1** All disputes between both parties must be put in writing at the earliest possible time

and a timely response must be given within a maximum of 3 days.

**15.2** Electric Gate Fix must be given the right to repair/ put right any work disputed between all parties.

## **16 Other Important Information**

**16.1** We will not be responsible for any failure to perform, or for any delay in performance of, any of Our

obligations under the Contract which is caused by an event outside Our reasonable control that

directly or indirectly delays or prevents Our timely performance under the Contract. Any agreed

dates or times shall be postponed automatically for the period of delay arising from the event.

**16.2** The Contract constitutes the entire agreement between You and Us, and supersedes and takes

precedence over all other representations, agreements and other communications between You

and Us on this subject, both oral and written. If there is anything important to You that You feel is

not covered clearly within either these Terms and Conditions or the Statement of Works, please do

not sign the Statement of Works. Instead, request amendments or improvements to the Statement

of Works until You are happy that they properly address all of the key issues that matter to You.

**16.3** If We fail to insist that You perform any particular obligation under the Contract, or if We do not

enforce Our rights against You when We are entitled to do so, or if We delay in doing so, that will

not mean that We have waived Our rights against You or that You do not have to comply with

those obligations. If We do waive a default by You, We will only do so in writing, and that will not

mean that We will automatically waive any later default by You.

**16.4** The Contract may not be changed, modified, amended, released or discharged except by a

subsequent written agreement or amendment executed by Us and You.

**16.5** The Contract is between You and Us. No other person shall have any rights to enforce any of its terms.