

## **STANDARD TERMS AND CONDITIONS**

### **1. General terms and conditions**

These Terms and Conditions explain your rights and obligations in relation to any goods purchased from us, please read them carefully. By placing an order with us, you agree to be legally bound by these Terms and Conditions.

### **2 Purchasing from us**

**2.1** Payment will be taken as follows 50% at the time of the order and 50% prior to delivery. We are not obliged to supply the goods to you until we have confirmed that we have accepted your order and received payment in full. Payment terms for approved credit account customers shall be twenty eight days from date of invoice. All late payments will incur a late payment charge per invoice per month of between £40 - £100.

**2.2** By submitting your order you are offering to buy the goods and allowing us to use your personal details for the purposes of supplying goods (including passing your details on to couriers and other subcontractors). Our acceptance of your order will take place when we confirm to you that we are able to provide the product at which point a contract will come into existence between you and us.

**2.3** We will take payment upon receipt of your order from your credit or debit card. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have.

**2.4** All prices are exclusive of VAT at the current rate.

### **3 Quality**

**3.1** Wood is a natural product and susceptible to changes in an outside environment. Changes in weather conditions or extremes of temperature can cause a reaction in timber used outdoors. Wet weather can cause panels to lose shape but this process will usually be reversed when the weather becomes drier. This is natural and usually normal shape will return. We cannot prevent or give any guarantee against discolouration, minor warping, bowing, twisting, splitting and other movement once the product has been accepted. We will not refund any monies for issues of this kind.

**3.2** If you receive your product untreated you must fully treat your product prior to exposure to the elements and you must maintain a good level of treatment. We will not be liable for bowing, twisting, moving, splitting, expansion or contraction caused as a result of your failure to treat the product.

**3.3** We warrant that the goods will be free from defects and function in accordance with the manufacturer's instructions. In the event of breach of this warranty we will be happy, at our option, to correct the faulty part or send a replacement without charge. Unless otherwise stated, the warranty for the joints only of any wooden gates supplied by us shall be for a period of 5 years from the date of purchase. Our guarantee covers the cost of replacing the defective product; it does not cover consequential expenses incurred as a result of replacing the product, such as fitting and finishing costs. We will not accept responsibility for any damage caused by incorrect assembly of fittings, incorrect hanging or lack of protective treatment. Our warranty does not cover paint, stain or oil finish even if applied by us as timber is a natural product therefore, if the atmosphere is wet, damp or humid the wood can take on water and expand. Likewise if temperatures are dry wood can lose water and shrink which can cause the product to expand and contract at different speeds. This can affect decorative coatings and cause the timber to displace or twist. We will not be liable for your failure to visually inspect the product on a regular basis and be aware of the need for maintenance as clearly set out in the care and maintenance leaflet which will accompany the product on delivery.

**3.4** We will not reimburse the cost of repairs undertaken to goods without our prior consent, and such repairs would also invalidate your guarantee. All goods (except wooden gate joints) are supplied with a warranty of 12 months from the date of purchase.

BG South West Ltd, T/A BG Wooden Gates, 3 Jubilee Road, Axbridge, Somerset.  
BS26 2DA

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# **BG WOODEN GATES**

Made to measure wooden driveway gates

## **4 Delivery**

**4.1** Time of delivery is not covered by these terms and conditions and time is expressly deemed not to be of the essence. We will not be liable for any loss or damage suffered by you through any reasonable delay due to unforeseen circumstances outside of our control or that of our subcontractor.

**4.2** Risk of damage to or loss of the goods passes to you at the time of delivery to you. You will only own the goods once they have been successfully delivered and/or installed and paid for in full.

**4.3** All gates purchased will be badged upon delivery. If you wish to have the gates de-badged please state this at the time of the order. We also offer a curb side delivery service.

## **5 Cancellation of Contracts**

**5.1** You cannot cancel your contract if the goods you have ordered are bespoke (i.e. made to order) this covers the majority of our wooden and a proportion of the metal products we manufacture and supply or source to your specification. If you wish to make changes to standard products 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 goods, the

timing for delivery or anything else which will be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

**5.2** You can also end the contract for the supply of standard goods (i.e. non-bespoke) before they have been delivered or installed and paid for. You may contact us to end your contract for goods at any time before we have delivered and installed them and you have paid for them. In some circumstances we may charge you for doing this. This does not affect your rights where goods are faulty or mis-described.

**5.3** You are entitled to end the contract immediately and for a refund in full for any goods which have not been provided if:-

- (a) we have told you about upcoming changes to the goods or these terms which you do not agree to
- (b) we have told you about an error in the price or description of the goods you have ordered and you do not wish to proceed
- (c) there is a risk that the supply of the goods may be significantly delayed because of events outside our control
- (d) we have suspended supply of the goods for technical reasons

**5.4** If you are not ending the contract for one of the reasons set out in clause 5.3. above then the contract will end immediately and we will refund any sums paid to you for goods not provided but we may deduct a reasonable sum from that refund for the costs we incur as a result of you ending the contract

## **6. Liability**

**6.1** We are only responsible for losses that are a foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations by anything you do or fail to do, or is due to events which are beyond our reasonable control nor for any cost regarding installation of the goods. We reserve the right to sub-contract the whole or part of the installation, erection or fitting processes under the contract however our terms and conditions shall apply equally to those however this will not limit any rights you have as a consumer nor any of your statutory rights nor exclude our liability to you.

**6.2** Nothing in these terms and conditions is intended to limit any rights you might have as a consumer or any of your statutory rights nor to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

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# **BIG WOODEN GATES**

Made to measure wooden driveway gates

## **7. Miscellaneous**

**7.1** These Terms of Business are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English. Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

**7.2** Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address. We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.