



## Terms And Conditions Entrance Supplies Direct LTD

**Gatemen is a brand name of Entrance Supplies Direct LTD**

Tel: 01452 447002

Unit 5 Rectory Farm Workshops, Rectory Farm, Lime Kiln Lane, Bisley, Stroud, GL6 7AS

**GATE MEN**  
GATES-BARRIERS-DOORS

The Terms and Conditions on which this quotation is given and subsequent order accepted are as follows for any work undertaken by Entrance Supplies Direct LTD (Gatemen) employees or subcontractors.

### 1. Quotation

1.1. All quotations are provided and contracts awarded, subject to the following terms and conditions unless otherwise agreed by Entrance Supplies direct Ltd in writing before the commencement of any works. These terms and conditions supersede any customer terms and conditions.

1.2. All figures quoted are exclusive of Value-Add Tax (VAT). VAT will be added to all invoices at the prevailing rate if required.

1.3. Our quotation is valid for 30 days from the date of issue, unless otherwise stated on the quote and we can withdraw the quotation offer at any time.

1.4 We will take your authority to accept our quote as follows under clause 2

### 2. Acceptance and Approval

2.1. Acceptance of this quotation by you does not constitute a contract unless confirmed by Entrance Supplies Direct Ltd via the award of a purchase order and/or instruction to proceed in writing or payment deposit.

2.2. New customers will be required to pay a deposit upfront for 50% - Where bespoke items are order like gates, barriers or doors, the deposit becomes non refundable if cancelled by the customer.

2.3. Orders on a trade account basis will be subject to a credit limit value for existing customers.

2.4. Materials order that are cancelled will incur a re stocking fee of 10% of the goods value.

2.5 We will accept the following forms of approval from you to proceed with the order; Text, email, verbal, deposit payment, purchase order

### 3. Payment

3.1. Payment of a deposit of the order value is due upon order approval and commencement of any work.

Deposit payments are not refundable in the event you cancel the order and manufacturing has started.

3.2. Payment of the remaining balance is due upon completion of work if Entrance Supplies Direct Ltd are undertaking the installation or the date of product delivery.

3.3. Where Entrance Supplies Direct Ltd are not carrying out the installation, the remaining payment balance will be due 5 days before delivery unless otherwise agreed in writing on a trade account for supply only orders.

3.4. In the event of the Client withholding payment for any reason whatsoever and it is later shown that this reason was unjustified, then interest will become due after 30 days of first rendering the claim.

3.5. Retention and MCD is excluded from the terms of the sale unless stated on our quotation and we accept no payment to be retained.

3.6. Payment on account will be subject to company credit check application with previous purchases successfully made. A credit limit will be placed on the account where the order total cannot exceed the credit limit.

3.7. Overdue payment on account for any outstanding works will halt any progress to proceed with the works detailed within this quotation until the account has been settled.

3.8. An invoice will be requested for any material that has been manufactured and ready for delivery on the agreed delivery date.

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3.9. Where you change the delivery date more than 7 days of the original date, a daily storage fee will be applied at the rate of £10.00 + VAT per day until the equipment has been delivered.

3.10. We require at least 14 days' notice to any changes in delivery dates to allow allocation for fabrication staff and material. Where external transport has been arranged for delivery, any fee's incurred for changing the booking date will be due on the invoice by the customer.

3.11 Customers withholding payment for other contractual works could be subject to late payment fee as set out above.

#### **4. Site**

4.1. Where contrary information has not been established prior to quotation the following are assumed in the preparation of our quotation.

4.1.1. Setting out will be by the client where applicable – Entrance Supplies Direct Ltd will carry out a pre-installation survey on any works that are to be undertaken.

4.1.2. Mains 240v supply will be completed by the customer and ready at the gate location ahead of installation ready for day one of the works commencement. Revisits to site to connect mains will be chargeable at our hourly rate.

4.1.3. Suitable foundations will be completed by the customer ahead of delivery, unless Entrance Supplies Direct Ltd have quoted to carry out the works.

4.1.4. We shall be able to complete in one continuous operation from commencement unless otherwise agreed.

4.1.5. Remobilisation's will be charged at a quoted rate.

4.1.6. The working area will be clear and available for the duration of the works.

4.1.7. The ground for the gate equipment shall be of either topsoil or clay and does not constitute gravel, flint, rock, hardcore, chalk, tarmac or other hard substance unless otherwise stated on our quotation for the works to be completed with a machine.

4.1.8. Where we need to break ground, it will be assumed it's a soft dig without the requirement for plant equipment.

#### **5. Variation**

5.1. No variation from this specification and quotation will be accepted unless agreed by Entrance Supplies Direct Ltd in writing.

5.2. Additional work requested on site will be quoted to the client with acceptance prior to any work being carried out.

#### **6. Damage**

6.1. Our Engineers have instructions to take every reasonable care, but Entrance Supplies Direct Ltd shall not be responsible for damage to underground services or other subterranean obstructions on or near the line of gate, nor for damage to walls, paths, drivers, shrubs. Any underground services must be clearly and accurately marked before we commence on site. This quote does not cover for any making good, except as stated.

6.2. The client should carry out a CAT & Genny scan in the area and provide the findings to Entrance Supplies Direct Ltd and provide information on any underground services within the working area.

6.3. Agreements for date of completion are subject to alteration in the event of any delay that may occur in delivery of materials or any delays occurring through any force majeure event, inclement weather, strikes or lockouts, Galvanizing, Powder coating additions or variations to the works described in the estimate or any causes or circumstances beyond our control and we accept no liability for consequential damages.

#### **7. Legislation**

7.1. This contract is governed exclusively by the laws of England and Wales.

7.2. Any sanction required either by law or courtesy which is needed to fulfil this contract will be obtained by the customer.

#### **8. Material**

8.1. All materials supplied and/or erected shall remain the property of Entrance Supplies Direct Ltd until paid for in full.

8.2. Any material issued will be accompanied by a check sheet. By signing the check sheet, it will be assumed the client has taken responsibility for carrying out the required checks to ensure everything is in good order.

8.3 Any materials, parts or products supplied by the customer for us to install will not be covered by any warranty agreement with Entrance Supplies Direct LTD – Faulty parts, revisit to site, delays or future call outs related to provided parts will be subject to our normal business rates for labour and materials.

8.4 All products will be treated in full including oil stain for timber, powder coating for metal works or aluminium. For natural wood-based products, we cannot warranty any natural movement or water absorption. We advise you should regularly treat your gates, for timber gates this should be every 4 weeks for the first year then 6 monthly. All metal gates need to be cleaned from Debris with clear water and sponge every 3 months to avoid any paint defects. This should be read in line with our warranty handover package.

## **9. Delivery and Offloading**

9.1. Materials will be delivered and offloaded at the location detailed on the quotation provided or as otherwise agreed in writing by the parties to this contract.

9.2. Access will be required for safe unloading for the full duration.

9.3. Traffic management will be carried out by the client, including for the use of a banks man, traffic lights or other barrier control measures.

9.4. The quote assumes full and unhindered access to the offloading location is available and that where a lifting plan is available this shall be by issue of a generic plan with a further site-specific assessment made on arrival of the delivery vehicle at site. If a pre-delivery site visit is needed for a specific lifting plan, this will incur additional delivery charges at the supplier rate.

9.5. Deliveries can be carried out by either Entrance Supplies Direct Ltd or a 3rd party transport company.

## **10. Working Hours**

10.1. This quotation has been prepared based upon Entrance Supplies Direct Ltd standard working hours of 08:00 to 17:00 Monday to Friday only. If out of hours (any time before 8:00 and after 17:00 Monday to Friday) or weekend works (17:00 Friday to 8:00am Monday) are required, this will be at additional cost.

10.2. Any work to be completed outside of Entrance Supplies Direct Ltd standard hours must be advised at the time of order, and agreed in writing

## **11. Parking**

11.1. Parking for Entrance Supplies Direct Ltd, and any appointed Subcontractor vehicles will be made available adjacent to the work area by the client at no cost. If there are any issues with site parking, this should be advised at the time of order.

## **12. Non-Standard Items**

12.1. Anything outside the items included in the quotation such as non-standard PPE, or plant items will be chargeable to the client.

## **13. Lead Times**

13.1. This is an estimate only and may be subject to change as work in progress levels vary depending on availability of material available and external suppliers.

13.2. All lead times quoted will commence when all specifications, product handing, drawings and any other requirements are agreed and signed as accepted by the client.

13.3. Entrance Supplies Direct Ltd are unable to commence production until all such specifications and requirements have been acknowledged as correct by the Client. Any subsequent changes to specification or installation requirements may extend the quoted lead times and additional costs may also be incurred. Should any additional costs be incurred these will be at the Client's expense.

13.4. Lead times will be subject to approval of any drawings and designs and the lead times are given from the date of client drawing approval for fabrication.

## **14. Fabrication**

14.1. Fabrication works will commence once any drawing and designs have been accepted and signed off by the client for approval to proceed. No deposit will be refunded after this point.

14.2. Entrance Supplies Direct Ltd will not be held responsible for any changes that occur on the customer site that result in any modification costs to the original quoted design.

#### **15. Maintenance and Warranty**

15.1. Maintenance and Planned Preventative Maintenance (PPM) visits should be carried out periodically in line with the products O&M requirements, to ensure the product warranty is maintained.

15.2. A written record of all PPM visits and works undertaken on the equipment must be recorded in the maintenance file in order to maintain any warranties included on the system.

15.3. PPM maintenance and works undertaken on the system must only be undertaken by a qualified person(s).

15.4. A record of all works undertaken on the system must be made available at the point of any warranty claim.

15.5. A 12 monthly visit must be completed on all automation products following the first day of installation & commissioning on site. Failure to have a maintenance visit will invalidate the warranty.

15.6. The warranty will not cover the cost of a call out to site and labour diagnostics to investigate any faults which will be chargeable to the client at the time of any site attendance requests after 12 months from date of installation.

15.7. The warranty will cover a like for like parts replacements only and will be subject to the manufacturer checking the faulty part at the factory and issuing a replacement. We will undertake a repair or replacement determined by our gate team. A full repair or replacement will be offered to get any equipment back to the standard it was on the day of failure. Failure to allow us to repair can result in the warranty being void with no remedy being undertaken by us.

15.8. The warranty will not cover damage, misuse, abuse, modification, changes to design, external environmental events, terrorism or adaptions to the equipment, ground sinking, tree roots, subsidence.

15.9. All materials remain the property of Entrance Supplies Direct LTD until paid in full. We reserve the right to remove and return parts that have not been fully paid for by the client. Labour and restocking fees apply.

15.10 All warranties will commence from the date of full payment. For delayed customer payments or delay customer completion works, we reserve the right to reduce the 12 month warranty terms from the point we carried out the installation.

15.11 Warranty documents will be provided including any aftercare instructions following full payment.

15.12 All customer should register for warranty packages within 30days of full payment or installation as per clause 15.10

15.13 All unpaid goods remain the property of us, and are not subject to any customer warranty agreements.

#### **16. Installation**

16.1. Installation will be carried out to the latest specification and standards.

16.2. Standards and legislations are updated on a monthly term; therefore, our quotation will be relevant to the standards issued at the time of the quotation.

16.3. Where foundations, ducting, and cabling are provided by the client, this quotation has been prepared on the basis that all such preparatory work will be completed (and concrete bases cured for a minimum of 7 days) prior to the agreed installation date. If delays are experienced due to site works not being complete, any return visits will be chargeable in accordance with Entrance Supplies Direct Ltd standard daily rates.

16.4. All automatically operated products are quoted with safety devices to comply with current safety legislation.

Where automatic systems are specified without such devices there must be operation by personnel with continuous direct line of sight visibility of the movement area of the equipment who will be able to stop such movement if it is unsafe to continue.

16.5. Visits will be chargeable, and we reserve the right to invoice 75% of the total cost of the project.

16.6. If any such obstacles are detected during excavation, work will be suspended until the client has re-routed or removed such obstacles.

#### **17. General**

17.1. This quotation is issued in good faith, and all errors and omissions are accepted.

17.2. Unless specifically stated above, Main Contractors Discounts (MCD) are not included including for the use of any retention.

17.3. The action of getting a 3rd party contractor to carry out work on our equipment will void any warranty without our written agreement.

#### **18. Termination**

18.1. An order once placed cannot be cancelled except by mutual agreement and then only upon terms which would fully indemnify the seller. A deposit will be non-refundable.

18.2. All gates are made to order and considered bespoke for your project which cannot be cancelled once accepted.

#### **19. Force Majeure**

19.1. The seller shall be entitled to vary or cancel performance of any contract if due performance shall become impossible owing to any act of God, fire, flood, drought, tempest, insect or fungicidal attack or any other cause beyond the control of the seller or owing to any inability of the Seller to procure goods, materials or articles required for such due performance, and the seller shall incur no liability (whether in contract or tort) for any damage or loss caused by or arising, directly or indirectly, out of such variation or cancellation.

#### **20. Assignment**

20.1. The Buyer shall not assign the contract in whole or in part without the written consent of the seller.

20.1 Entrance Supplies Direct LTD contractors will be paid in full upon completion of the works, and sign off from our clients.

#### **21. Governing Law**

21.1. The contract shall be governed exclusively by the Laws of England and Wales.

#### **22. Entire Agreement**

22.1. This agreement (together with the documents referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

By accepting the quote with a purchase order and/or deposit you agree and accept you have read and understood the above Entrance Supplies Direct LTD (Gatemen) terms and conditions, and they cannot be superseded by any other agreement.