

Terms & Conditions

Installations Only

All installation work is carried out subject to the following Terms and Conditions. No agent of Steel Fencing (Gates & Railings) Ltd (here in after called The Company) is authorised to vary or add to by way of condition, warranty or otherwise, unless requested formally in writing.

1 Interpretation

1.1 In these Terms: Installation Terms & Conditions for Steel Fencing (Gates & Railings) Ltd “CLIENT” means the person who accepts the Seller’s order confirmation for the Installation or whose order for the Installation is accepted by the Seller; “WORKS” means the works (including any goods or any parts for them) which the Seller is to carry out in accordance with these Terms; “SITE” means the location where the installation is taking place. “FENCING LINE” means the exact perimeter the fencing is to cover. “SELLER” means the firm of Steel Fencing (Gates & Railings) Ltd, having its principal place of business at 39 Willow Lane, Mitcham, Surrey, CR4 4NA; “CONTRACT” means the contract for the sale and Installation; “TERMS” means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller; “WRITING”, and any similar expression, includes facsimile transmission, electronic mail or other forms of electronic communication.

2.0 Obligations of the Seller

2.1 Steel Fencing (Gates & Railings) Ltd shall not be required nor responsible for removing any obstructions or services in order to carry out the Works. This includes damages caused to services as a consequence of failure by the Client to indicate the position of such obstacle or service. Damage to cabling (over and underground) will be the responsibility of the Customer. Steel Fencing (Gates & Railings) Ltd take care with every installation not to damage the clients property, this can be reenforced by client co-operation in the marking out of cabling and wiring.

2.2 The Company shall make an additional charge in the event that: 2.2.1 The client fails to provide adequate access to the fencing line. As a result of failure by the Client to provide adequate access Steel Fencing (Gates & Railings) Ltd reserve the right to charge for such losses as labour, equipment hire and contractual deadlines over run as a result. 2.2.2 Additional material or equipment is required for reasons not specified by the client or invisible/unknown to the seller at the time of survey.

3.0 Obligations of the Client

3.1 Steel Fencing (Gates & Railings) Ltd must be granted access to the site at reasonable times to conduct a survey, compile a detailed site report and complete the Works. If access is not granted within 14 days of the delivery of materials to Steel Fencing (Gates & Railings) Ltd units or to the Site, the Client shall be liable to pay the seller the outstanding balance within a further 7 days from the date of a written Notice of Intention.

3.2 The fencing line must agreed with Steel Fencing (Gates & Railings) Ltd, clear and free of obstruction at all times of the installation.

3.3 All necessary approvals permission and attendances must be obtained by the client prior to the comencing of works. This includes access to neighbours land and premises. Costs and expenses will be the responsibilty of the client. Steel Fencing (Gates & Railings) Ltd will not be held liable for additional works resulting from the lack of planning permission.

4.0 Delivery and Installation

4.1 Any dates quoted for delivery and installation of the goods are approximate only. The current lead time will be stated at the time of order, and the client must then take this into account when

placing an order, however this is subject to change. Steel Fencing (Gates & Railings) Ltd shall not be liable for any delay in the delivery of the Goods.

4.2 Steel Fencing (Gates & Railings) Ltd cannot be held responsible for any failure to meet installation dates as a result of unforeseen circumstances such as adverse weather conditions.