

# TERMS AND CONDITIONS FOR RETAIL CUSTOMERS

## STANDARD TERMS AND CONDITIONS OF SALE

### 1. Name of supplier

Eastern Doors Limited whose registered office is at 49 Castle Rising Road, South Wootton, King's Lynn, Norfolk, PE30 3JA (Company Registration Number: 06242096), ('we' or 'us' in these terms and conditions) shall be supplying the goods and/or services to you.

### 2. What is to be provided to you by us

We and you have agreed that we will supply to you the goods and/or services described on the quotation and order acceptance.

### 3. Price (and VAT)

The price for the items and/or services is as stated on the quotation and order acceptance. If you are making payment by cheque then payment should be from a UK bank, with the cheque being made out to Eastern Doors Ltd, and crossed 'A/C payee only'.

### 4. When payment is to be made

You will need to make payment at the time we accept your order the balance being payable on either delivery or completion of installation. Please note that we will not be able to deliver the items or perform the services until we have received payment of the deposit, (and this means that where you have paid by cheque or by credit or debit card, the funds have reached our bank account).

### 5. Delivery (which term, for the purpose of these terms and conditions shall include installation)

5.1 Delivery of the items will be as stated on the quotation and order acceptance, and will be by the means stated in that quotation and order acceptance.

5.2 It is the responsibility of the Customer to ensure that:

5.2.1 The delivery site is cleared and accessible (to include the garage being cleared to a minimum of three meters from the garage door ) and ready for the goods to be delivered and installed.

5.2.2 Any appointment arranged is adhered to, unless notification is provided to the Business in writing 2 days prior to the agreed installation date. The Business' contact details can be found in Clause 9.

5.3 In the event of any failure on the Customer's part in relation to Clause 5.2 which results in alternative delivery arrangements being necessary, the Customer shall be responsible for the payment of all costs, losses and expenses incurred by the Business as a result of such failure.

5.4 The Business has a duty to ensure the safety of its installers whilst on site. The insurance of the Business extends only to the safety of the installers engaged by the Business. The Customer is therefore kindly requested to refrain from seeking to assist or interfere with the works carried out by the installers whilst on site.

### 6. When delivery will be made

Our aim is to deliver the goods and perform the services within 30 days of acceptance of your order, but acceptance of these terms constitutes agreement between us and you that time is not of the essence and you are waiving your rights under the Consumer Protection (Distance Selling) Regulations 2000 to performance of this contract within a maximum period of 30 days. It will not always be possible to do this, and we and you agree that we cannot guarantee we will deliver the goods and/or perform the services within 30 days. We aim to complete the work on time, but it is not always possible to do so, for example where delay is caused by weather conditions or circumstances which are outside our control. If this situation occurs our aim is to complete the work as soon as we reasonably can, and we will inform you when delays are expected or as soon as we become aware of the same.

### 7. Site Safety

7.1 The Business has a statutory duty to carry out its operations in a safe and controlled manner.

7.2 We must ensure the safety and welfare of our employees and sub-contractors.

7.3 Our compliance with these obligations requires the assistance of the Customer as the works will be carried out at the Customer's premises.

7.4 In addition to the requirements referred to in Clauses 5.2 and 5.3 the Customer is also required to ensure that during the course of the works being carried out the site is free from the presence of children and animals

### 8. Cancellation rights

#### (a) Goods

8.1 Save where the goods have been sourced and/or manufactured to your specific requirements, you may cancel this contract in accordance with the instructions set out below.

#### (b) Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

8.2 You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire physical possession of the goods.

To exercise the right to cancel you must inform us, (our contact details being set out in Clause 9), of your decision to cancel this contract by a clear statement, (eg a letter sent by post or email). You may use the attached model Cancellation Form but it is not obligatory.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You will have to bear the direct cost of returning the goods.

If you requested to begin the performance of services during the cancellation period you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract in comparison with the full coverage of the contract.

8.3 If you require the installation of the door to be undertaken within the 14 day cancellation period you must provide us with your express written consent. You may use the attached model instruction to proceed form but it is not obligatory.

If the installation of the door is completed during the 14 day cancellation period your right to cancel the contract will be lost.

### 9. Contact details

9.1 Our address is Eastern Doors Ltd, 49 Castle Rising Road, South Wootton, King's Lynn, Norfolk, PE30 3JA

9.2 Complaints or comments: If you have any complaints about the goods or services or any aspect of the way we have dealt with your order please contact the Manager, either by writing to the address given in Paragraph 9.1, by email to [administration@egd-uk.com](mailto:administration@egd-uk.com).

### 10. Guarantee

We provide the following guarantee for the product that you have ordered from us: we guarantee that the product will be free from any defects in accordance with the manufacturer's warranty period from the date of purchase. If the product has a defect within this period, you can choose whether to have it replaced or repaired, subject to the following sentence. If the defect is minor in our reasonable opinion, and you select to have the product replaced, we reserve the right to repair the item instead of replacing it. Your statutory rights are not affected by this guarantee.

### 11. Ownership of goods

We shall own the goods until we have received payment in full from you, even though the goods may have been already delivered to you. Where you have paid by cheque or credit or debit card, 'payment in full' means that the funds have reached our bank account.

### 12. Limitation of liability

#### Goods

12.1 If the goods we deliver are not what you ordered, are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem. We would normally expect that you would tell us within 10 working days of the delivery of the goods in question.

12.2 If you do not receive goods ordered by you, we shall normally have no liability to you unless you notify us in writing at our contact address of the problem.

12.3 If you notify a problem to us under this condition, our only obligation will be, at your option:

12.3.1 to make good any shortage or non-delivery;

12.3.2 to replace or repair any goods that are damaged or defective; or

12.3.3 to refund to you the amount paid by you for the goods in question in whatever way we choose.

12.4 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question as per Clause 12.3.3 above

12.5 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

### 13. Services

13.1 We aim to carry out the services with reasonable care and skill. If any part of the services is performed negligently or in breach of the provisions of this agreement then, on your request,

we will re-perform the relevant part of the services. We will not be liable to re-perform any part of the services which we have performed negligently or in breach of this contract unless you notify us in writing at our contact address.

13.2 Except in the case of death or personal injury caused by our negligence, our liability under or in connection with this contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the price you have paid us.

13.3 Except to the extent permitted by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any negligence or breach of the contract on our part and we shall have no liability to pay any money to you by way of compensation other than to refund to you the price you have paid to us.

### 14. Marketing

At this conclusion of provision of goods and services to you, we reserve the right to erect an advertisement board visible from the front of your property and to take photographs of the finished installation. These photographs may appear on our adverts and websites, but shall be taken in such a way as to ensure that your property cannot be recognised and that you, your family or visitors to your property are not within the photograph. If you wish to opt-out of this arrangement, please confirm this in writing (to include email notification), to the address provided in Clause 9, prior to the conclusion of the installation.

### 15. Entire agreement

These terms and conditions, together with our current web site, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any salesperson, agent, employee, partner or other representative on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

### 16. Variation

Unless otherwise agreed in writing these terms and conditions will govern all contracts for the sale of the Business' goods or the supply of its services. Any qualification or modification of these conditions and any other conditions which the Customer may seek to impose will not apply unless expressly accepted by the Business in writing.

### 17. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

### 18. Law and jurisdiction

The validity, construction and performance of this contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which you and we submit.

### 19. Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this contract this is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.