

## THESE TERMS AND CONDITIONS DO NOT AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER

### Site Owner & Operator

This site is owned and operated by Solar Gates UK Ltd Registered (England and Wales) Company No. 5816689, Vat No: GB 885 2421 10. Registered office: The Packhouse, Parsonage Farm, Heath Road, Boughton Monchelsea, Kent, ME17 4JB, Telephone. 01622 534000. "Green Gate", "INSTABOOM" and "SOSEC" are trademarks of Solar Gates UK Ltd.

**Accuracy of content** We have taken every care in the preparation of the content of this website, to ensure that prices quoted are correct at time of publishing and all products have been fairly described including, without limitation, terms and conditions concerning estimated delivery times and guarantees. For these reasons, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised. All prices are displayed both inclusive and exclusive of VAT. All weights and dimensions quoted are approximate only. To the extent permitted by applicable law, we disclaim all warranties, express or implied, as to the accuracy of the information contained in any of the content on this website. We shall not be liable for any loss or damage which may arise from the use of any of the information contained on this website. We cannot confirm the final price of goods until your order is accepted in accordance with our Contract.

**Privacy** We will take all reasonable care within our control to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if an unauthorised third party accesses any data you provide when ordering from our website. It is your responsibility to protect your password and account details from misuse. We shall not be liable for any loss or damage which may arise as a result of your failure to protect your password or account details.

### Our Contract

A contract is created between you and us when:

1. You place the order for your goods on this website by clicking on the confirm order button at the end of the checkout process and complete your payment details.
2. We will then email you an order acknowledgement detailing the products you have ordered.
3. Before your goods are shipped we will contact you by email or a text to your mobile phone to confirm our target delivery date.
4. The completion of the contract between you and us will take place on despatch of the goods ordered to you unless we have notified you that we are unable to accept your order, or you decide to cancel it by contacting our Sales team on 01622 534000 any time between 8.30am and 5.00pm, Monday to Friday except Bank Holidays. Please have the order number and date of the order to hand.

The principal reasons that would lead to non-acceptance of an order will include:

1. The goods you ordered are unavailable from stock.
2. Authorisation for your payment was declined.
3. A pricing or description error of the goods through our mistake.

In every case we will make attempts to contact you using the information you have provided to remedy the situation.

### Contract cancellation and returns

Under the Distance Selling Regulations 2000 you have the legal right to cancel your order within seven working days of receipt of the goods. If you wish to exercise your right to cancel this Contract after your order has already been despatched please follow the procedure set out below:

1. Should you wish to return anything bought from us, we will be happy to provide a refund or exchange provided it is in fully resalable condition.
2. If we find that the product returned to us in damaged condition and unsuitable for resale, we reserve the right to refuse a refund on the item, or to deduct up to 50% of the original selling price from the refund amount.
3. You can arrange for your returns to be collected by contacting our Sales Team on 01622 534000 or by email to [info@greengateaccess.co.uk](mailto:info@greengateaccess.co.uk), giving the order number, item number, stating the reason for the return and whether you want a refund or a replacement.
4. We will refund the price of the item to you or exchange the goods if they were delivered to you in error or in a damaged or faulty condition once it is

received by us. A refund of the delivery charge will be given in the instance of incorrect, damaged or faulty goods.

**Restrictions on returns** Your right to return goods exclude Special Order products which have been made to your specification unless found to be damaged or faulty on delivery to you. In these cases the goods will be replaced without charge.

**Ordering errors** You are able to correct errors on your order up to the point at which you click on 'place order' on the final page of our ordering process.

### Availability

All items are subject to availability. We will inform you as soon as possible if the goods you have ordered are not available by email or telephone. We would be happy to provide you with a quotation for manufacturing a standard design to your size specifications. These Special Order items will be subject to extended delivery times and attract additional cost. Special Orders cannot be processed on this website and enquiries should be directed to our Sales Team by calling 01622 534000 or by using the General Enquiry Form on this website.

### Deliveries & Charges

We aim to deliver your goods to you within 30 days of accepting your order. Delivery charges vary depending on the type of products ordered and the service you select and cannot be refunded unless the goods you ordered were delivered damaged or faulty.

### How long after you place an order can you expect delivery?

We aim to deliver your goods to you within 30 days of accepting your order. Standard stocked items would normally be delivered the next time we are scheduled to deliver in your area. We will do our best to fit our delivery schedule around your requirements. If you have a specific deadline please talk to one of our Sales Team on 01622 534000.

### Do you have to be in when we deliver?

A signature will be required upon receipt of the goods and if the item is sent via normal carrier, a tracking reference is available confirming when and who signed for the goods. Please note that once the goods have been delivered to your premises, ownership and liabilities arising from ownership transfers from us to you.

### Delivery Notifications

We will advise your approximate delivery date/time by Email or Telephone; this is usually on the afternoon prior delivery. If after a delivery notification you are unable to receive a delivery, please inform our head office transport team as soon as reasonably possible on 01622 534000 to discuss alternative arrangements. Please reply to the email or send to [info@greengateaccess.co.uk](mailto:info@greengateaccess.co.uk)

### Export Enquiries

For Export enquiries please contact us directly [info@solargates.co.uk](mailto:info@solargates.co.uk) or Tel +44 (0) 1622 534000.

### Intellectual property and right to use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content contained on this website including pictures, designs, logos, photographs, written text and other materials are the copyright, trademark or registered trademark of Solar Gates UK Ltd and shall remain vested in us at all times. You are permitted to use this material only for your own purposes in evaluating the suitability of our goods for your purpose and may not be reproduced in full or part for any other purpose. Any other use of the material and content of this website is strictly prohibited. Our goods and specifications are registered designs and may not be copied in any form. We have provided additional information on some items as downloadable electronic documents and technical drawings, the copyright to this information in all forms remains vested in us at all times. You may not modify, distribute or re-post anything on this website for any purpose other than that mentioned in this section.

### Damage to your computer

While we make every reasonable effort to ensure that this website is free from viruses or defects, we cannot guarantee that your use of it or any websites accessible through it will not cause damage to your computer. It is your

responsibility to ensure that your computer and its peripheral equipment are protected from electronic viruses or bugs. We shall not be liable for any loss or damage which may arise to computer equipment as a result of using this website.

#### **Compliance with laws**

The website may only be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding this website and any transactions conducted on or through it.

#### **Limitation of liability**

We value your custom and take our obligation to you very seriously. If we should fail in meeting our obligation you, we will do everything possible to put things right or to meet a valid and reasonable claim. However we cannot be held responsible or liable for failures arising from events beyond our control and as that you are reasonable in your demands and expectations of us. This does not affect your statutory rights as a consumer, nor does it affect your right to cancel your Contract. Nothing in these Terms & Conditions shall exclude our liability for death or personal injury due to our negligence or for fraudulent misrepresentation.

1. We will not be liable, in any way for losses or damages arising from the use of this website or from the misuse of goods purchased from this website.
2. If any part of these Terms & Conditions is deemed to be unlawful, void or for any reason unenforceable, then that provision or part of a provision, as applicable, will be able to be removed from these Terms & Conditions without affecting the validity and enforceability of any of the remaining provisions of these Terms & Conditions.
3. No waiver by us of any term or provision should be considered as a waiver of any other term or provision within these Terms & Conditions.

For details on your rights as a consumer please contact the Consumer Direct service operated by the Office of Fair Trading on 08454 040506 or log on to [www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk).

#### **UNFORSEEABLE DELAYS**

The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Products ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, the Customer shall be entitled to give notice in writing to the Seller to terminate the Contract.

#### **THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY IF THE CUSTOMER IS PURCHASING THE PRODUCTS IN THE COURSE OF A TRADE, PROFESSION OR BUSINESS**

##### **1. DELIVERY**

1.1 Delivery of the Products shall be made to the Customers business address.

##### **2. PRODUCTS PURCHASED ON CREDIT TERMS**

- 2.1 In relation to any Products purchased by the Customer using any credit facility granted by the Seller, the Seller shall issue an invoice for payment with the Products.
- 2.2 The Customer shall pay any invoice within 30 days of receipt. Time for payment shall be of the essence.
- 2.3 No payment shall be deemed to have been received until the Seller has received cleared funds.
- 2.4 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Customer.
- 2.5 If the Customer fails to pay the Seller any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until

payment is made, whether before or after any judgment. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

2.6 Full legal and beneficial title and ownership of the Products shall only pass to the Customer when the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:

- 2.6.1 the Products; and
- 2.6.2 all other sums which are or which become due to the Seller from the Customer under any other contract or account.

2.7 Until title and ownership of the Products has passed to the Customer, the Customer shall:

- 2.7.1 hold the Products on a fiduciary basis as the Seller's bailee;
- 2.7.2 store the Products (at no cost to the Seller) separately from all other Products of the Customer or any third party in such a way that they remain readily identifiable as the Seller's property;
- 2.7.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
- 2.7.4 maintain the Products in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Customer shall produce the policy of insurance to the Seller.

2.8 The Customer's right to possession of the Products shall terminate immediately if title and ownership of the Products has not already passed in accordance with condition 2.6 and:

- 2.8.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation of the Customer; or
- 2.8.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under any contract between the Seller and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
- 2.8.3 the Customer encumbers or in any way charges any of the Products.

2.9 The Seller shall be entitled to recover payment for the Products notwithstanding that legal and beneficial ownership and title of any of the Products has not passed from the Seller.

2.10 The Customer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

##### **3. QUALITY**

3.1 The Seller is a re-seller and not a manufacturer of the Products. In this respect and to the fullest extent permissible by law, the Seller is unable to offer any express warranties of any kind whatsoever in respect of the Products.

3.2 Save to the extent that any exclusion or restriction of liability may be prohibited by statute, all implied warranties relating to the Products (statutory or otherwise) including (without limitation) any warranties relating to quality or fitness for a particular purpose, shall be fully excluded.

3.3 The Products may be sold with a manufacturer's warranty, details of which shall be dispatched with the Products.

3.4 Products which are found to be defective following delivery shall be dealt with by the Customer in accordance with any subsisting manufacturer's warranty. For the avoidance of doubt, this may mean that the Products are repaired as opposed to replaced and must be returned directly to the manufacturer as opposed to the Seller.

##### **4. NO CANCELLATION RIGHTS**

4.1 Condition **Contract cancellation and returns** shall not apply. For the avoidance of doubt, the Consumer Protection (Distance Selling) Regulations 2000 do not apply to the sale of Products in the course of a trade, business or profession.

##### **5. RETURNS**

5.1 Subject to the Seller's written agreement and the payment of a re-stocking charge (which is 25% of the purchase price) by the Customer, the Products may be returned at the expense of the Customer within 7 days of delivery.

5.2 No returns will be accepted for goods shipped to outside the UK, Ireland and Channel Isles.