

Home Protection Security Grilles Ltd

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

Application

1. Terms and conditions of trading for 'Home Protection Security Grilles Ltd', incorporated and registered in England and Wales with company number 01955032 and having its registered office at Unit 9, Capital Industrial Estate, Crabtree Manorway South, Kent, DA17 6BJ (email address: info@hpsgltd.com).
2. These Terms and Conditions apply to the manufacture and supply of goods (goods) and the provision of services (services) by Home Protection Security Grilles Ltd (the company, the supplier or us) to you (the customer or you).
3. These are the terms on which we sell all goods and/or services to you. By ordering any of the goods, you agree to be bound by these terms and conditions.

Interpretation

4. **Customer** means any person, firm or organisation from whom the company has received an order either verbally or in writing;
5. **Contract** means the legally-binding agreement between you and the company for the sale and purchase of the goods and/or services;
6. **Site** means the site address or location where the goods are to be supplied and/or installed, as set out in the order;
7. **Goods** means any goods (and/or services) that we supply to you, of the number and description as set out in the order;
8. **Order** means the customer's order for the goods from the supplier as set out in the customer's proforma invoice;
9. **Installation** means the act of carrying out an installation of the goods as set out in the order at the site address.

Goods

10. Any product images as set out in our website, brochures or other means, are for illustrative purposes only and there may be small discrepancies in design, colour or size.
11. We can make small modifications in the design or functionality of your product during the manufacturing stage, if needed.
12. In the case of goods made to your specific requirements, it is your responsibility to ensure that any information you provide is accurate.

Basis of Sale

13. Subject to survey, confirmation of our costs will be provided to the customer confirming the quantity, details, specification and total cost of the goods and/or services requested. A contract (order) will only be formed once a deposit has been paid by the customer.
14. Customers requiring security gates or grilles may be required to pay a cash deposit upon survey at our discretion.
15. Manufacturing of your order will only commence once the deposit payment has been cleared. Any quotation (proforma) is valid for a maximum period of 30 days from the proforma date.
16. No significant changes to the contract in terms of description of the goods, services to be provided, colour, price, quantity or otherwise, can be made after the contract has been entered into unless the variation is agreed to by both the customer and the supplier.

Price and payment

17. The total price of the goods and/or services (including delivery, installation or other charges), is set out in our proforma invoice which includes Value Added Tax (VAT) at the rate applicable at the time of the order.
18. The outstanding balance on your order must be made prior to or upon collection / installation of the goods. You must pay in cash or by bank transfer before the goods can be collected (where no installation is required) or immediately after successful installation of the goods or completion of the service.

Delivery and Installation

19. Whilst the company will make every effort to deliver the goods to the delivery location on the agreed date, any time or date given by the supplier is given in good faith and this shall not form part of the contract unless specifically agreed to in writing by the company to be "of the essence of the Contract", and in the absence of such agreement, the company accepts no liability whatsoever for any loss arising which may be suffered by the customer as a result of any

failure on the part of the company to deliver the goods on the agreed date.

20. If it was determined within the proforma that delivery on a specific date was essential; if we do not deliver the goods on that date, you can treat the contract at an end if you have specified a later date and we have refused to deliver the goods at that date. We will promptly return all payments made under the contract.
21. We primarily cover locations in and around Greater London. Customers that reside beyond Greater London are still able to acquire our goods and services; however a call-out charge and higher installation fee will apply.
22. Our installation charges do not include any allowance for the removal of doors, blinds, curtains or other existing fixtures or the moving of furniture at the site. An additional small cost may be applied if such activity is required at the time of installation.
23. The company will make every effort to complete installation within the agreed timescale, however, if more time is required, we can arrange with the customer a revisit to complete the task. No additional charges will be applied.
24. The goods will become your responsibility from the point of collection (supply only) or completion of installation. You must, if reasonably practicable, examine the goods before accepting them.

Force Majeure

25. The supplier shall not be liable for any delay or failure to perform any of its obligations under the contract due to Force Majeure, which is described and defined as follows:
26. 'Force Majeure' means fire, explosion, flood, lightning, collapse of building structures, act of God, act of terrorism, war, rebellion, riot, sabotage, official strike, or similar official labour dispute, breakdown of plant or machinery, default of suppliers or contractors or events or circumstances outside the reasonable control of the supplier.

Risk and Damage

27. Risk of damage to, or loss of, the goods will pass to you when the goods are delivered to you (or collected by you).

Title

28. Title to the products shall not pass to the customer until the supplier has received payment in full for the products.

Confidentiality and Privacy

29. Both the supplier and the customer shall keep confidential any sensitive or personal information (from third parties), which they have acquired from the other as a result of discussions and other communications, without the prior consent in writing of the other. We respect your privacy.

Cancellation

30. Our products are bespoke and manufactured to each individual order (made to measure). As such, once the deposit has been paid and the manufacturing process has begun, it is not possible to cancel the order without the customer incurring a charge for time, labour and materials. The deposit at this point is non-refundable and additional charges may be due from the customer.

Conformity and Guarantee

31. Upon completion of installation, the goods should be of satisfactory quality; be fully functional and fit for the purpose of which you purchased the goods, whilst conforming to the description details of the proforma invoice. Our products are fully guaranteed against material and mechanical faults for the duration of **12 months** from the date of installation.
32. It is not a failure to conform if there are issues relating to your building structure or gradual changes or movements in the land.

Excluding Liability

33. The supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the supplier's other legal obligations. Subject to this, the supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the contract was made.

Governing Law, Jurisdiction and Complaints

34. Contractual and non-contractual matters are governed by the laws of England and Wales.