



Behind Closed Doors Limited  
Unit 15, Lester Way,  
Wallingford,  
Oxon,  
OX10 9DD  
Tel: 01235 818278  
Email: Info@industrialdoors-bcd.co.uk

## Terms and Conditions

### **DEFINITIONS**

In these conditions of business, the following apply: -

"Company" means Behind Closed Doors Limited.

"Customer" means the company, partnership, firm or individual from whom the company receives an order for the supply of goods.

"Goods" means any products, materials, equipment, or services to be supplied by the company.

"Conduct" means any agreement, whether verbal, written or implied which exists between the company and the customer.

"Conditions" means the conditions of business.

The titles to the several clauses of these conditions of business are imported for convenience only and shall not be deemed to be part of them.

Failure by the company to enforce a term of contract shall not prevent the subsequent enforcement of the or any other term of the contract.

### **CONTRACTS**

Contracts are made only upon and subject to the conditions. Nothing in these conditions shall affect the stator right of the customer. No variation on of these conditions shall be valid of binding on the company unless expressly agreed by the company in writing. These conditions shall override any inconsistent terms or conditions referred to or contained in any order of correspondence of the customer or elsewhere unless such variation is made and accepted in writing by the company. No description, illustration or information contained in any catalogue, brochure or other document not prepared by the company shall form and be incorporated in any term of contract between the company and the customer. Any such material is offered to the customer for general guidance only and not so as constitute a description by reference to which the contract is made. The company contracts on the basis that all consents, permissions, and approvals necessary to enable the company to perform the contract have been or will be obtained, and the company have no responsibility whatsoever to obtain the same. The company shall not be liable for any consequential loss suffered by the customer as a result of non-performance by the company of all or any part of the contract as a result of any event or non-event outside the reasonable control of the company. All contracts made with the company shall be governed and constructed according to the laws of England.

### **PRICES, QUOTATIONS AND ESTIMATES**

Only written quotations and estimates for the supply of goods shall be valid. All prices are strictly net of VAT and any other tax or duty, which shall be added to the price payable by the customer. The company reserves the right, by giving notice to the customer at any time before delivery, to increase the price of the goods to reflect any in the cost to the company for, but not limited to, labour, materials or transport, or any increase caused by any other factor beyond its reasonable control. Any quotation made by the company remains open for acceptance for one month from the date of quotation (two months from quote date for service contracts) and may only be accepted. The company shall not be bound by any quotation accepted after this time and shall at its absolute discretion accept or reject any order places by the customer after this time. All quotations are priced based on normal working hours 8:30am - 5:00pm, Monday - Friday (excluding public holidays and Christmas shut down period) unless otherwise stated on the customers quotations. All quotations are subject to site survey The Company are not liable for any non-surveyed doors by the Company.

### **PASSING OF THE TITLE**

The absolute legal and beneficial ownership of the goods shall remain in the company and shall not pass to the customer until the company has received full payment for the goods. When the price of the goods remains unpaid after the due date for payment, the company shall have the right to enter the premises where the goods may be found for the purpose of recovering possession of the goods and the cost of recovering the goods shall be payable by the customer to the company demand.

### **PASSING OF RISK,**

The risk of goods shall pass to the customer upon delivery. The customers shall be liable for the safe custody of the company's materials and equipment on site and protect the company's work in progress.

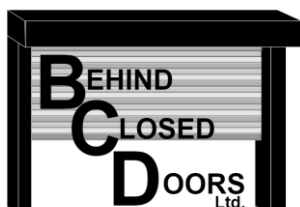
### **PAYMENT**

Accounts are payable strictly 28 days after end of month of the invoice date unless otherwise stated in the contract between the company and the customer. No claim by the customer under warranty or otherwise shall entitle the customer to any deduction, retention or withholding of any part or any sums due. The Company accepts payment via BAC's, cheque, card payment (via telephone, walk in and online invoice portal) and cash. The Company does not store Customer banking details. In the event of a cheque being returned due to insufficient funds, the customer will be liable for any costs incurred by the Company. The Customer is required to provide the correct invoicing address, contact number and email to the Company. The Company will not be held responsible for any accounts (invoices, statements, credit notes ect) which are sent to the incorrect location (email and address), where the client has not enclosed the correct information.

Supply only – Payment to be made in full prior to the company ordering customer materials.

### **LATE PAYMENT**

Failure of full payment by months' end from the customer, unless agreed between the company and the customer, gives the company the rights to withhold all company services to the customer until full payment has been made to the company. The company will apply an 8.25% late payment charge on top of the invoice value if payment is 7 days overdue. The company reserves the rights to commence legal proceedings without further notice after the 8th overdue invoice day at which the company reserves the rights to seek recovery of legal costs and interest on the outstanding amount. Customers with history of late payments with the Company, will result in the Customer's account being closed after the second contact from the Company to the Customer in relation to the outstanding amount due to the Company. The terms "NEW & CLOSED ACCOUNT CUSTOMERS" applies to all closed account Customers.



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### **NEW & CLOSED ACCOUNT CUSTOMERS**

New & closed account customers will be required to pay:

1. Call out - 100% of call out invoice on the same day as the booked call out after works have been completed
2. Quoted Works - 75% deposit of the total cost of quotation on written order including VAT. The remaining 25% of the quotation will be required to be paid 7 days (including working and non-working days) after completion of the works.

Closed account customers (Accounts are automatically closed if there is no business with Behind Closed Doors Ltd within 2 years) will be required to make 100% payment of the works prior to works being carried out.

Supply only – Payment to be made in full prior to the company ordering customer materials.

### **CHARITY OFFER**

The Company will provide 10% discount on all quoted works and £100.00 ex VAT discount on all same day response call outs to all registered charity companies when provided with the Customers registered charity number.

### **RESIDENTIAL OFFER**

The company will provide £100.00 ex VAT discount on all same day response call outs to clients of private dwellings.

### **ASBESTOS**

Customers are required to inform the Company of any Asbestos within the Company's working area on the Customers site before works commence.

### **SERVICE CONTRACT AND CANCELLATION**

Customers are required to provide signed service order to commence with the quoted service contract provided by the company.

All service quotations are based on a contract of two (2) years unless otherwise stated within the quotation. Terms for service contracts are strictly fixed for 24 months. Unless cancelled by the customer, the service contract will roll over. The company has the rights to raise the price of the service contract after the 24 fixed months due to inflation which notification will be provided via postage if this is to occur.

The months of servicing will be confirmed via email / verbally between the customer and the company.

The customer will be liable for the agreed price of the service during the agreed servicing months. The customer will be liable for 50% of the servicing fee if the service is not able to be carried out due to customer fault.

Customers with a service contract may cancel or suspend their contract between the company and the customer, by giving one full calendar months advance written notice on headed paper, effective from the 1st of the following month. The customer is liable for 50% of the amount payable for the service contract if the service is due within the cancellation / suspended period. Service contract will still be in place until cancellation on headed letter paper has been received by the Company.

Should the customer have a change of ownership or change of name, the customer must notify the company in writing on headed paper with the details of changes of the customer, stating the existing and new changes.

Cancellation of any agreed quotation orders from the Customer after materials have been ordered by the Company will be subject to the cost of materials and delivery charges.

### **CHANGE OF OWNERSHIP**

In an event of the customer changing ownership and / or name, the existing customer, of whom agreed to the service contract, will be liable for the amount payable. In the case of the customer changing ownership, the new customer will be sent a new quotation with amended customer details. In the case of the customer changing name, the customers will be sent an amended quotation with updated customer details.

### **WARRANTY**

The Limited Warranty applies to physical goods, and only for physical goods, purchased from the Company (the "Physical Goods").

The Limited Warranty covers any defects in material or workmanship under normal use during the Warranty Period.

During the Warranty Period, the Company will repair or replace, at no charge, products or parts of a product that proves defective because of improper material or workmanship, under normal use and maintenance.

The Company will either repair the Product at no charge, using new or refurbished replacement parts.

The Warranty Period for Physical Goods purchased from the Company is for 1 year from the date of purchase.

Replacement Physical Good or part assumes the remaining warranty of the original Physical Good or 60 days from the date of replacement or repair, whichever is longer.

This Limited Warranty does not cover any problem that:

- Conditions, malfunctions, or damage not resulting from defects in material or workmanship.
- Any hours of labour outside Behind Closed Doors Limited normal open hours of Monday – Friday 8:30am – 5pm (excluding public holidays and Christmas shutdown periods).
- If the parts and/or door has been worked on by any other persons other than Behind Closed Doors Limited employees.
- The door(s) have not been serviced every 6 months by Behind Closed Doors Limited.
- Any defect or loss arising from or caused by, either directly or indirectly, and by or as a result of:
  - The door striking an immovable object during travel.
  - Any door being installed within 1 mile of the sea, or within an area of industrial fallout, whereby corrosive elements may contact the door.
  - Any defect, including defects in component parts & accessories, arising from or attributable to the operation of the door, after it is known to be defective.



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- Any damage or deterioration to the condition of the door, that may occur if the door/parts were stored on the client's site prior to fitting by Behind Closed Doors Limited.
- Any fault or damage caused in a surge in the customers electricity supply.
- Any rendered masonry or other surfaces collapsing or cracking during installation of the door.
- Any weakening or collapse of the structure to which the door is affixed, either during or any time after the installation.
- Any marks, scuffs, stains, indentations, blemishes, sunlight / sun bleaching or markings not seen from a standard distance of 3 meters.
- To minimize the wear of the door during operation, Velcro strips are provided to affix during installation. Failure to affix this strip, or failure to ensure they remain in place, may invalidate the warranty.
- The followings components are excluded from warranty.
  - Batteries
  - Fuses
  - Light Bulbs
  - Minor factory repairs
  - Sensitivity adjustments

Textured wood laminate finishes carry an extended 10-year guarantee, from the date of the receipt of the goods. This guarantee covers for any failure within the structure of the bonding solution, resulting in the lifting of the laminate from the base material. It does not however extend to indentations, scuffs, scratches, or blemishes caused by general operation of the door.

Darker coloured curtains will absorb heat after a sustained period of sunlight. This can cause expansion of the slat profiles, which may result in minimal noise radiating from the curtain during operation. Lighter colour choices should be considered if the door is to be affixed to a structure, which will be in direct sunlight for a prolonged period of time.

We, the Company reserves the right to touch up the paint finish on site. The concave side of the curtain may show signs of marking, due to prolonged contact with the autolock devices. Whilst every effort is made to keep this to a minimum, it is an unavoidable consequence of the nature of the rolling operation and is therefore excluded from any such claim.

Whilst the doors are very durable, under normal conditions, this warranty does not cover inherent defects in aluminium, steel or other materials used during manufacture. We, as the Company will however procure & assign to the customer, the warranty of the manufacturer of the defective metal or other material.

This warranty does not extend to any procured painting, powder coating or another surface application, at the request of the customer.

Proof of purchase must be provided to us, the Company at the time of any warranty claim. Failure to produce a proof of purchase will immediately invalidate the warranty claim.

To obtain warranty service, the customer must first contact us to determine the problem and the most appropriate solution for you.

#### **SUBSCRIPTION**

The Customer will automatically be opted into the Company's emailing subscription unless otherwise stated to the Company via email, stating the opted in email address and company/customer name.

#### **CHANGE OF TERMS AND CONDITIONS**

The Company reserves the right to change these terms and conditions at any time without prior notice. The customer can ask for a copy from the company or download via the website [www.industrialdoors-bcd.co.uk](http://www.industrialdoors-bcd.co.uk) at any given time.