



cherwell doors

INDUSTRIAL	INSTALLATION
COMMERCIAL	SERVICE
PERSONNEL	REPAIR
FIRE EXITS	

Terms & Conditions

General

All sales contracts of Cherwell Doors Ltd. (herein referred to as "the Seller") shall be deemed to incorporate these conditions except in so far as these conditions are varied by any special conditions agreed in writing between the parties. Any terms and conditions in the purchase order which are inconsistent with these conditions shall have no effect.

Catalogues

Catalogues, price lists and any advertising matter published by the Seller are intended only to give an indication of the general nature of the goods available and nothing contained in any such catalogue, list or other matter shall be or be deemed to be a representation by the Seller or a condition or warranty affecting any goods sold.

Prices

- i. No quotation made by the Seller shall be or be deemed to be an offer to sell goods at the price or prices stated in such quotation, unless otherwise expressly stated all quotations shall be valid for a fixed period of 30 days only.
- ii. Unless otherwise expressly agreed in writing the price payable for all goods supplied by the Seller shall be the price ruling at the date of installation or collection plus value added tax thereon at the rate ruling at the date of purchase. All prices are subject to change.

Payment

- i. All payments are to be made via bank transfer. Cherwell Doors no longer accept debit or credit cards.
- ii. All goods ordered to individual customer specification will be considered as purpose made & a non-refundable deposit is payable at point of order.
- iii. The Seller reserves the right to charge interest at a rate eight percent above the bank base rate from the date when the price falls due for payment until the date on which such payments are actually received by the Seller, and in the case of any default in payment the Purchaser shall give the Seller every assistance in the repossession of the goods in respect of which payment has not been made.
- iv. The Seller cannot accept liability for the purchase of goods placed without a site survey by the Seller. All goods ordered without advice from the seller at the discretion of the purchaser is non-refundable.

Transfer Of Title

- i. Title to goods shall only pass to the Purchaser from the date of payment in full of all sums payable to the Seller under the contract by which the goods were supplied or any other contract. Until such time, goods remain the absolute property of the Seller and the Purchaser shall keep them insured to their full invoice value. Such goods shall be stored in such a way that they are readily identifiable, and the Seller shall be entitled to repossess such goods at its entire discretion and at any time prior to payment in full, therefore. The Purchaser hereby grants the Seller, its servants, and agents a license to enter upon the





Purchaser's premises for the purpose of repossessing the same. Such repossession shall not affect in any way the continued existence of any contract between the parties.

- ii. If goods in which title has not passed to the Purchaser are subjected to any process, addition or treatment, the property in the goods so processed, added to or treated, shall be vested in the Seller until title has passed.
- iii. All goods sold by the Purchaser to third parties before title has passed to the Purchaser, shall be sold as agent for the Seller and all proceeds received from such sales shall be held by the Purchaser in trust for the Seller, until payment in full of all amounts outstanding has been received by the Seller.
- iv. The Seller shall be entitled to sue the Purchaser for the price of such goods if not paid on the due date.

Delivery

- i. Any time for the delivery stated by the Seller will be an estimate only on the likely time required to effect delivery from the date of receipt by the Seller of full and final instructions. The Seller will make every reasonable effort to comply with such estimate, but the Purchaser shall have no right to damages or to cancel any contract with the Seller by reason only of failure on the part of the Seller to meet any stated delivery time.
- ii. The Seller will endeavour to comply with reasonable requests by the Purchaser for postponement of any stated delivery date but shall be under no enforceable obligation to do so. In the event of any such postponement at the request of the Purchaser, the Purchaser shall pay to the Seller on demand all costs and expenses thereby incurred including a reasonable charge for storage thereby occasioned.
- iii. When the goods are sold "carriage paid" by the Seller, delivery shall be deemed to take place at the moment the goods are lifted from the delivery vehicle and thereafter the goods shall be at the risk of the Purchaser in all respects.

Damage In Transit

No claim for goods damaged or lost in transit will be accepted by the Seller unless written notification of such damage or loss is given to the Seller, the Purchaser and the carrier within three working days of receipt of the goods by the Purchaser and all damaged goods are retained by the Purchaser pending inspection by the Seller and carrier.

Liability

- i. For Trade Purchasers when placing an order with the Seller subject to these conditions the trade purchaser is deemed to acknowledge that they are not dealing -as a consumer and that the provisions of these conditions restricting the liability of the Seller are (save as may be notified in writing by the Purchaser to the Seller before the time at which such order is accepted) fair and reasonable in the light of all circumstances then known to the Purchaser.
- ii. All goods supplied by the Seller are warranted fit for the normal purpose for which such goods are intended. No liability is accepted if the goods are found not to be fit for any other purpose whether or not such other purpose was made known to the Seller before the contract was made. Any recommendations made by the Seller in such circumstances are made in good faith but as the conditions of use are outside the control of the Seller, it is for the Purchaser to satisfy himself as to the suitability of the goods.
- iii. If any defect in materials shall manifest itself in any goods supplied by the Seller within 12 months of the date of delivery thereof provided always that the goods shall have been found not to be to specification the Seller shall have the right at its sole discretion to replace free of cost to the Purchaser (other than the cost of carriage) any such goods or parts thereof and the Purchaser shall be obliged to accept such replacement in full





satisfaction of its claim and shall also return to the Seller at the expense of the Purchaser the goods originally delivered or such defective part thereof as may have been replaced. If the Seller shall fail to replace such goods or parts thereof any amount recoverable by way of damages from the Seller by the Purchaser shall be limited to the difference between the value of the goods at the time of the delivery to the Purchaser and no claim whatever by the Purchaser shall entitle the Purchaser to Withhold payment of the price of any goods or to any right of set-off against any payment due to the Seller under any contract made by the Seller and the Purchaser, nor will any claim made by the Purchaser entitle the Purchaser to reject any goods supplied and treat the contract as repudiated and any remedy of the Purchaser shall be in damages only as hereinafter provided.

Force Majeure

In the event of any act of God, outbreak of war either general or local, riot or other civil commotion, strike lock-out or act or decree of any government or any other matter or thing beyond reasonable control of the Seller, the Seller:

- i. Shall not be liable for any injury or damage of any kind thereby caused or resulting therefrom; and
- ii. May at the sole discretion of the Seller withdraw wholly or in part from the contract without any liability whatsoever. The construction validity and performance of this contract shall be governed by the laws of England and all disputes which may arise under, out of, or in connection with, or in relation to this contract shall be subject to the jurisdiction of the courts of England.

Industry Specific Terms & Conditions

Working at Heights

Working at less than 5 metres in height will be carried out from steps or ladders by fully trained operatives in accordance with the working at height regulations 2005. If site does not allow work to be carried out from ladders, Cherwell Doors reserve the right to hire podium steps for work up to 3 metres in height at a cost to the client to be advised. Or an appropriate hydraulic platform for works between 3 and 8 meters in height at a cost to be advised unless already agreed and allowed for.

Plant Hire

Due to the complexity of insurance cover relating to use of plant, for the following factors;

- 1. Cover for our staff as sub-contractors using unknown equipment**
- 2. Accidental damage to unknown equipment caused by our operatives.**

We are no longer able to use plant supplied by a third party.

Exceptions would be main contractors supplying a comprehensive specified business all risks policy.



Our plant hire costs at the bottom of the quotation are obligatory. Our cover includes our personnel/operatives along with any accidental damage to plant.

Power on Site

The client is to provide 110 volt power supply. Should there be no power on site client to make Cherwell Doors aware beforehand, Cherwell Doors will provide power using a generator.

Building Work

Any building works, sheeting, cladding, flash bands will be the total responsibility of the client unless specifically quoted for by Cherwell Doors.

Removal of Waste Products

Please note : Cherwell Doors will endeavor to remove all waste products from site, however additional costs may need to be made, especially in the case of foam filled insulated panels, which need specialist recycling.

Disclaimer

Cherwell Doors cannot accept responsibility for costs associated with additional works required to level existing floors, make good brickwork, timber/steel structural supports or stonework, or supply replacement flashings resulting from the removal of old/used products & reveal framework.

We can, of course, supply costs for these works where they have not been included in the original quotation.

Cherwell Doors cannot be held responsible for product/component failures on existing doors relating to general wear & tear or usage, whether the door/s are subject to regular service or not.

Working Area Access

We will require uninterrupted access at all times during the agreed days of delivering/fitting. A clear working area should be provided by the client while work is taking place.

Site Induction/Site Safety Meeting/Permits to Work

Any unnecessary or unreasonable delayed time spent attending site Inductions, Site Safety Meetings and gaining Permits to Work passes will be charged at an extra hourly rate to be advised per hour unless already agreed and allowed for.

Cherwell Doors Working Hours

All quotations are based on all works being carried out during our standard working week i.e. Monday to Friday between the hours of 8am – 5pm unless otherwise stated.





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Site Delays

Please note any on site delays not attributed to Cherwell Doors will be chargeable at our current hourly rate. Staged deliveries or installation will incur extra costs. Cancelled installations/works by the client on the arranged installation day may be subject to additional charges.

Payment Terms

Deposits or stage payments for manufactured products are non-refundable, and any cancelled orders will carry an administration fee, a charge will be issued and a cost advised.

Cherwell Doors has already allowed for MCD within this quote. We do NOT accept Retentions as we offer a two-year labour guarantee covering any installation faults.

All additional policies, insurance, risk & method statements and CSCS, safety assured training documents etc. can be requested at point of order.

Delivery of Product

Please note that all products will be delivered directly to the relevant site address in readiness for installation. It is the responsibility of the purchaser to store the products securely & safely, wherever possible, prior to installation.

Any damaged products that are delivered direct to site need to be reported to the office at point of delivery. Please do not mark the driver's paperwork as "unchecked" delivery, as this will not be accepted by the suppliers.

Should acceptance of products not be possible on site, Cherwell Doors will store & transport the relevant stock at & from our main warehouse.

There will be a charge for this additional service of £200.00 excluding VAT per individual product.

Industrial Warranty

All new doors come with 6 months labour warranty & standard manufacturer's warranty. Terms of which are available on request.

All doors manufactured in accordance with the CPR (Construction Products Regulation) EN13241-1:2003 + A2:2016

Repair/Modification Warranty

Cherwell Doors offer a 3 month labour guarantee & full manufacturer's warranty on supplied parts for all major repairs & Health & Safety upgrades.

This warranty does not cover servicing & minor repair works.





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Colour Matching to Existing sectional Door Panels/Roller door Lath

Cherwell doors can neither replicate or guarantee an exact colour match to existing lath, panel or any existing product or fascia when replacing for new.

This is because the existing door body will be subject weathering /sunlight damage & fading.

The Quality Check, Visual Appearance

The quality check should be carried out in natural daylight, not direct sunlight. Stand at a distance of 3 metres from the door to view the overall appearance.

The door is acceptable if, considering the facts below, none of the following is readily visible on the face of the door with an unaided eye:

- marks or distortion associated with the manufacturing process
- minor indentations, marks or scuffs on the surface
- paint marks or blemishes
- indefinable marks or blemishes on aftermarket additions not associated with the manufacturing process.

This disclaimer is often used to manage expectations and explain why a product with a certain quality grade you may still have visible flaws when inspected closely.

Complaints Policy

We always endeavor to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times when our customers may not be completely satisfied.

To ensure we are able to put things right as soon as we can, please read our complaints procedure below and we will respond promptly to rectify the situation.

After the completion of the work, please inspect the door thoroughly to ensure everything has been carried out to our usual high standards.

You will be asked to sign off the installation/works with our engineers.

In the unlikely event there is anything you are not completely satisfied with, please contact us immediately so that we can rectify any problems as soon as possible.

Any issues need to be reported to the office within 3 working days of installation/completion of repair.





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Either call us on **01295 256698**, write to us at **Cherwell Doors, Milner House, Thorpe Way, Banbury, OX16 4SP** or email us at sales@cherwelldoors.com and we aim to respond within 2 working days of receiving your complaint if not sooner. If a site assessment is required at this point, it shall be arranged within 5 working days. We aim to rectify all issues within 6 weeks; however, this may be extended should additional manufactured parts be required.

Cancellation Policy

For all stock items you have a right to cancel the order within a period of 14 calendar days from the date of order. During this period, if you have not had your products installed and you choose to cancel the order any money you have paid will be refunded.

However, if any work has begun before the end of the cancellation period you may be required to pay a fee for the following:

- Removal, transport and disposal of your product
- Cost to make good the opening
- Administration costs

These costs are dependent on the type of product that has been installed and would be advised at the point of cancellation.

Please be advised that Cherwell Doors cannot be responsible for the return of existing products that have already been removed and disposed of.

All deposits paid are non-refundable.

