

## **1.0 Estimates**

- 1.1 All estimates and recommendations offered by Georgian Gates are done so based upon our representatives assessment of the customer's needs, with the needs of the end user/s allowed for where possible. It is the customer's responsibility to ensure that all requirements are included in the estimate, and if here is any doubt to contact Georgian Gates to clarify.
- 1.2 Estimates only include the work specified, and any additional work or parts required will be charged as extra to the estimated price.
- 1.3 All offers made by Georgian Gates are based on the customers' requirements. It is therefore the responsibility of the customer to inform Georgian Gates if the anticipated use of the system is to change.
- 1.4 All estimates provided by Georgian Gates are subject to a full site survey and risk assessment.
- 1.5 It is the customers responsibility to inform Georgian Gates if there is any changes to the landscape of the site, or possible changes that may affect the performance of the system and subsequently the estimated cost.

## **2.0 Installation**

- 2.1 It is the responsibly of the customer to advise Georgian Gates of the whereabouts of any underground or hidden service routes. Georgian Gates will not be held responsible for the consequences and costs arising from damage or injury resulting from any work carried out on the site, however caused.
- 2.2 Power supply to gate by others - An isolation switch is to be provided next to the gates control unit. This is for use during maintenance and in the event of emergencies. All necessary ducts for photocell cables are also to be provided and installed by others. Georgian Gates will not accept responsibility for power supply faults beyond the isolation switch. The exact locations will be confirmed with the site manager prior to fixing in the case of auxiliary devices safety distances will be taken in to account.
- 2.3 In all cases, builders work (civil works) – concreting, ducting, brickwork and final decoration – is carried out by others unless specifically stated otherwise. Whilst every care will be taken during all site works, only basic back fill or finish will be carried out by Georgian Gates. The removal of any items of waste and making good or replacement of materials is not included within any offer, unless specifically agreed in writing.
- 2.4 Georgian Gates will not accept responsibility for any consequential damage or repairs necessary following the flooding of any part of an part or component thereof. It is the responsibility of the owner to ensure adequate drainage.
- 2.5 It is the responsibility of the contractor to ensure that the correct power supply is installed prior to commissioning and testing of the gates. Once all components have been installed, if power is not available an invoice will be issued for 90% of the total costs. Remaining 10% will be issued on completion of handover.
- 2.6 Foliage or vegetation of any sort is and shall remain he responsibility of others, therefore Georgian Gates does not accept liability for any consequential effect of damage thereto.
- 2.7 Where existing supporting structures, piers, posts etc. are thought to be unsuitable; the client will be advised in the first instance. Any judgement made by our representative, involving the use of existing structures or supports, is made in good faith and no responsibility is accepted for the continued stability.
- 2.8 Once the power has been connected force testing will be carried out and the necessary access control handed to the nominated person. An additional visit will then be arranged for the final handover, which will include a full demonstration of the gates functions, and exchange of the technical information pack to the nominated person. The contractor's nominated person will have full responsibility for relaying this information to the necessary users. Additional costs will apply if further demonstrations to managing agents/residents are required following handover.
- 2.9 It is the responsibility of the managing agents to ensure that all gate users are issued with a copy of the user guide and appropriate access controls including release keys. Georgian Gates will not accept responsibility for any works arising from wrongful usage. Electronic copies of user guides are available on request.

## **3.0 Intercom systems/ GSM Dial to open units.**

- 3.1 It is the responsibility of the contractor to provide necessary sim cards for such systems. Georgian Gates will not provide any sim card maintenance in terms of regular credit applications. This is the responsibility of the managing agents (instructions available upon request).
- 3.2 In terms of intercom system Georgian Gates will allow 1 additional visit within a period of 6 months following installation, for the necessary telephone numbers to be programmed in. After this date a charge of £55.00 per visit will apply.
- 3.3 Where audio, video entry systems are used, cabling between the system and any termination point/s is not included for within any offer unless specifically stated.

## **4.0 Guarantee**

- 4.1 Automation equipment is guaranteed against faulty materials or workmanship for a period of 12 months from the installation date of the operator. This guarantee will cover the repair or replacement of such faulty materials or parts free of charge. The guarantee only applies to the motors, controller and other components specific to the operator. Peripheral components such as remote key fobs and other ancillary devices connected to the operator carry the guarantee provided for these components. This guarantee will not apply to any item which:
  - a) Has been subject to misuse or vandalism or has been used for any other purpose other than that designed by Gibidi/FAAC Systems.
  - b) Has damage caused as a result of atmospheric conditions, insect infestation, power forces or other forces outside of our control.
  - c) Has been repaired by any workshop and/or person / operative not previously authorised by Georgian Gates and Railings Ltd.
  - d) Has been repaired with components not previously tested, passed or authorised by Gibidi/FAAC Uk.
- 4.2 In instances where the guarantee does not apply call out charges of £125.00\* for the first hour and £35.00\* for subsequent hours, plus parts will be charged. \* Prices subject to VAT at the current rate. Should any components require replacing a report/ quotation would be sent to the relevant person for authorisation prior to any works being completed.
- 4.3 All views and subsequent component (location descriptions) of any part of any system will be based on a view taken from outside the property. i.e. left or right hand side of the opening.
- 4.4 Alteration to, or removal of any safety devices will void any warranty provided by Georgian Gates.

## **5.0 Servicing/Maintenance**

- 5.1 It is the responsibility of the managing agents to ensure that experienced personnel regularly maintain the gates. This is recommended at least every 6 months for commercial use/ every 12 months for domestic use. New automation system costs will include for the first bi-annual service. Any services/maintenance undertaken after this date will be chargeable at the applicable rates. Maintenance contracts are available running consecutively with the expiry of the 12-month warranty period. The annual payment covers the cost of labour, consumables and parts. \*Please refer to Product guarantee for further details of items covered by the maintenance contract.
- 5.2 Any contracts undertaken by Georgian Gates will be void if at any time a 3<sup>rd</sup> party is employed to carry out works on the gates or automation system without prior notification. No refunds will be issued for void contracts.
- 5.3 Alternatively we offer an annual full service and maintenance checks. Following the service a report will be sent detailing if any further works are required. This payment does not cover the cost of labour, consumables or parts. Additional works will be charged at standard rates.
- 5.4 Maintenance / Service contracts will only commence once payment has been received in full. Delayed payment may result in contracts being withdrawn.
- 5.5 It is the responsibility of the current managing agents to keep Georgian Gates informed of any changes with regards to the responsibility of the gates and ensure we have up to date contact details at all times.
- 5.6 Important notice; Georgian Gates will not accept any consequential liability, either directly or indirectly, for any injury or claim, howsoever arising, as a result of the customer's failure to carry out the safety recommendations made by Georgian Gates.
- 5.7 Georgian Gates withholds the right to refuse works on any gate were safety of users is an issue.
- 5.8 In case on multi-use systems Georgian Gates is not responsible for dealing with individual users without prior agreement with the management company.

## **6.0 Auxiliary Batteries**

- 6.1 It is the responsibility of the managing agents or appointed person to monitor the auxiliary part batteries (i.e. wireless safety edges/ wireless photocells). Georgian Gates will provide replacement batteries under guarantee periods and as part of annual gate services only. Safety components will cease function of the gates if battery power fails.

## **7.0 Out of hours**

- 6.1 We currently do not offer an emergency out of hours call out service, but in most cases we will arrange a visit within 2 working days. Office opening hours are between 9am and 5pm Monday-Friday.

## **8.0 Payment Terms**

- 8.1 Georgian Gates operates a strict 30 day payments terms; title of goods/ works does not pass until payment has been received in full and final settlement.
- 8.2 Following HMRC notifications VAT is chargeable on all automated gate systems regardless of new build status, until notified otherwise.
- 8.3 Failure to adhere to payment terms could affect further works. Georgian Gates withholds the right to refuse visits pending payments of accounts in full.
- 8.4 In the case of on-going late payment issues Georgian Gates withholds the right to request payments in advance of further works being carried out.
- 8.5 Georgian Gates reserves the right to put on stop or hold any works or supplies under financial dispute of any kind.
- 8.6 Georgian Gates reserves the right to add interest to any outstanding account not settled within 30 days of the date of invoice, at an annual rate of 8% on monies outstanding.
- 8.7 Georgian Gates may use photographs of installations for marketing purposes unless requested not to do so by the client in writing.

**LARGE PRINT VERSION OF TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST.**