

---

# TERMS & CONDITIONS OF SALE, INSTALLATION & USE

## 1. Company Details

These Terms & Conditions apply to all goods and services supplied by:

**Company Name:** SECUREDSTYLEGATES LTD

**Registered Address:** Oaktree Enterprise Park, Bullamoor Road, Northallerton, DL6 3RA

**Country:** United Kingdom

---

## 2. Definitions

- “**Company**” means SECUREDSTYLEGATES LTD
- “**Customer**” means the purchaser of goods and/or services
- “**Goods**” means gates, posts, automation systems, and associated equipment
- “**Works**” means manufacture, supply, installation, servicing, and related services

---

## 3. Bespoke & Made-to-Order Goods (No Refunds)

All Goods supplied by the Company are **bespoke and made to order**.

Accordingly:

- Orders **cannot be cancelled once manufacture has commenced**
- **No refunds** are offered for bespoke or custom-made Goods
- This is in accordance with the **Consumer Contracts Regulations 2013**, which exclude custom-made items from cancellation rights

---

## 4. Quotations & Pricing

- Quotations are valid for **30 days** unless stated otherwise
- Prices may change if specifications, site conditions, or scope of Works change
- All prices are exclusive of VAT unless stated

---

## 5. Payment Terms

- Payment terms are as stated on the quotation or invoice
- **Final payment is due immediately upon completion of installation**, unless agreed otherwise in writing
- The Company reserves the right to withhold warranty activation until **full payment has been received**

---

## 6. Installation Acceptance

**Payment of the final invoice constitutes full acceptance of the installation as satisfactory and complete.**

By making final payment, the Customer confirms that:

- The installation has been inspected
- The Works meet the agreed specification
- **No further changes, adjustments, or modifications are required**

Any alterations requested after final payment are **chargeable works** and are not included.

---

## 7. Ownership, Risk & Repossession (Retention of Title)

- **All Goods remain the property of the Company until paid for in full**
- Risk passes to the Customer upon completion of installation

If payment is not made in full when due, the Company reserves the right to:

- Suspend further works or services, and/or
- **Enter the Customer's premises at reasonable times and with reasonable notice to recover or repossess the Goods**

The Customer agrees to provide reasonable access.

All recovery or repossession costs shall be recoverable from the Customer.

---

## 8. Design Approval & Specification Tolerances

- Any drawings, designs, layouts, or specifications approved by the Customer are deemed **final**
- The Company accepts no responsibility for aesthetic preference or dissatisfaction once approved

- All dimensions, alignments, finishes, and levels are subject to **reasonable tolerances** inherent in bespoke fabrication and site conditions

---

## 9. Site Conditions & Ground Movement

The Company accepts no liability for movement, misalignment, or failure caused by:

- Ground conditions or subsidence
- Drainage issues
- Settlement or changes in site conditions occurring after installation

---

## 10. Electrical Supply Responsibility

Where automation or electrical components are supplied:

- The Customer is responsible for providing a **suitable, stable electrical supply**
- The Company accepts no liability for faults or damage caused by voltage fluctuation, power failure, or inadequate supply

---

## 11. Customer Responsibilities

The Customer is responsible for:

- Ensuring walls, pillars, posts, and supporting structures are **fit for purpose**
- Keeping the gate clean, maintained, and free from obstruction
- Using the gate strictly in accordance with instructions
- Preventing unauthorised access, misuse, or third-party alterations

---

## 12. Safe Use & Operation

The Company shall not be liable for damage, injury, or loss arising from:

- Misuse or incorrect operation
- Failure to maintain or service the gate system
- Operation contrary to instructions or safety guidance

---

## 13. Vehicle Damage & Gate Misuse

The Company accepts **no liability** for damage to vehicles, property, or personal belongings caused by misuse or incorrect operation of the gate system.

Misuse includes, but is not limited to:

- Operating the gate during **extreme weather conditions**
- Driving through the gate before it is fully open
- Stopping or waiting within the gate opening, swing path, or sensor area
- Tailgating or attempting to pass through behind another vehicle
- Forcing, overriding, or ignoring safety systems or instructions

Responsibility for safe vehicle operation rests **solely with the driver**.

---

## 14. Weather Conditions

The Company accepts no liability for damage or loss caused by:

- Wind, rain, flooding, storms, ice, snow, or extreme weather
- Use of the gate when safe operation is compromised

---

## 15. Third-Party Works

The Company shall not be responsible for:

- Adjustments, repairs, programming, or alterations carried out by third parties
- Faults or damage arising after third-party involvement

Any third-party interference is undertaken entirely at the Customer's risk.

---

## 16. Call-Outs & Diagnostics

Where no manufacturing or installation fault is found:

- Site visits, call-outs, diagnostics, and inspections may be **chargeable**

---

## 17. Software, Apps & Firmware

The Company accepts no responsibility for:

- Software or app updates

- Firmware changes
- Feature removal or modification by third-party manufacturers

---

## 18. Complaints Time Limit

Any concerns regarding installation or workmanship must be raised **within 7 days of completion**.

Concerns raised after this period may not be accepted.

---

## 19. Advertising & Branding

**The Company reserves the right to install a small advertising or branding plaque or badge as part of the installation.**

Branding may be affixed to the **gate and/or posts** using **rivets, screws, or adhesive**, at the Company's discretion.

Removal of branding is **not included** and may be chargeable.

Any damage caused by unauthorised removal is the Customer's responsibility.

---

## 20. Installation Timeframes & Delays

Any installation dates or timescales provided are **estimates only** and are **not guaranteed**.

Delays may occur due to circumstances beyond the Company's control, including:

- Supplier or manufacturer delays
- Material shortages
- Adverse weather
- Site access or readiness issues
- Unforeseen manufacturing or technical issues

**Delays to installation, regardless of duration, do not give rise to any right to a refund, cancellation, or compensation**, provided the Company proceeds within a reasonable timeframe.

---

## 21. Force Majeure

The Company shall not be liable for delay or failure to perform due to events beyond its reasonable control, including extreme weather, supplier failure, power outages, strikes, or acts of God.

---

## 22. Limitation of Liability

To the fullest extent permitted by law:

- The Company shall not be liable for indirect, incidental, or consequential losses
- Total liability shall not exceed the **contract value paid by the Customer**

Nothing in these Terms excludes liability for death or personal injury caused by the Company's negligence.

---

## 23. Insurance

The Company maintains appropriate public and product liability insurance. This does not extend liability beyond these Terms & Conditions.

---

## 24. Governing Law

These Terms & Conditions are governed by and construed in accordance with the laws of **England and Wales**.

---

## 25. Acceptance of Terms

By placing an order, making payment, or permitting installation to proceed, the Customer confirms that they have **read, understood, and accepted these Terms & Conditions in full**.

---

## 26. Contact Details

**SECUREDSTYLEGATES LTD**  
Oaktree Enterprise Park  
Bullamoor Road  
Northallerton  
DL6 3RA

