

# **Terms & Conditions**

We produce and install high quality products. A lot of time and effort goes into our gates. However, on rare occasions things can go wrong. We pride ourselves on being a respectable company and we are happy to put things right should there be an issue.

Should something go wrong please do not attempt to fix or alter it yourself. Any work not carried out by Cellfab Ltd without prior written consent will void any guarantees/warranties.

# Welding:

We guarantee our welding & workmanship for 10 years. This is in relation to the areas we manufacture ourselves (metal frames, welds etc). This does not cover other company's products (locks/hinges/working parts/infill materials/boards/automation) etc. These have their own specific guarantees from the product manufacturers.

### Installations:

We guarantee our installations for 1 year. We do not guarantee installations carried out by customers/others (supply only gates). However, supply only gates are still covered by our other guarantees (subject to stipulations see below)

When installing your new gates or railings we will take care when doing so.

However, there are factors out of our control, some examples of which are noted below:

Poor quality or aged rough-casting: When we drill/dig/remove old posts that are in contact with rough-casting, or any other wall finishes, it may crumble or break off. This cannot be helped, and the liability of reinstatement will lie with the customer.

Walls: Old walls (or poorly constructed walls/weather damaged walls) are also susceptible to breaking/cracking when we are required to core/drill into them to allow for installation.

Should a wall fracture or break away during installation then it will be due to underlying issues, such as hairline cracks, tired/weathered mortar, weather exposure etc.

Sometimes it is not possible to predict how an old boundary wall or roughcast wall will act during removal of old fencing/installation of new fencing.

When installing onto dubious walls or items we will do our best to 'make good' as much as possible. However, if the walls/roughcast are in a certain condition then liability of 'making good' will be left with the customer. This will be discussed upon completion of a site visit.

## Galvanising & powder coating (metalwork only):

The galvanising and powder coating process we use is guaranteed for 25 years.

- 1—If there were an issue (which is rare) with the coating it is obvious and instant and picked up by our team before installation. Products will be replaced/retreated accordingly. (This is the same guarantee and terms we receive from our coaters.)
- 2—The product has a long lifespan; however, it is advised that the customer wipes down the metalwork with warm soapy water twice a year to remove any build up. We cannot guarantee a customer will carry out this task and cannot be held responsible.

\*Guarantee excludes any areas welded on site—see further information below.

Also excludes any areas that must be drilled / cleaned out after galvanising for specific purposes, for example, lock face plates or screw holes on working areas. The galvanising on these areas is removed when screwing in/cleaning out holes etc.

### **Raised Welds**

A question that is occasionally asked by our customers, is.

Why can you see the welded areas/why are they not smooth?

Our products go through an industrial coatings process—hot zinc galvanising. This process is not done in house at our business. It is done at a large galvanising plant.

Unfortunately, this is part and parcel of the galvanising process. Welds contain more silicone than the steel lengths, therefore they attract more zinc in the hot dip galvanising bath (see photos)

If these areas are then 'buffed/sanded/polished' back to flat, you will remove the protective zinc coating and in time these areas will rust.

This is NOT an issue caused by poor workmanship or weld quality. It is only after the hot galvanising bath that they 'raise' up slightly. How prominent these are, are completely out of our control. There are several attributes that affect the 'raise'—bath temperature, welding wire batch, time in the bath (varies from item to item), zinc mixture in the bath etc etc.

Although we would love to be able to have finished products without these small, raised areas it is physically impossible without affecting the finished integrity of the coatings.

Therefore, all our products will have these features. We highlight this to allow customers' expectations to be accurate and will discuss the bespoke aluminium range as an option if this would become an issue for the customer.

## After welding



Weld cleaned up to prepare for the galvanising and powder coating process



# Working Parts (locks, locinox etc):

These are guaranteed for 1 year (parts and labour). Customer is responsible for greasing/oiling moving parts as required.

Note—working parts are liable to coatings wearing due to being a working/moving part. This is due to 'metal on metal' and is unavoidable.

### **Composite Infills:**

UltraShield uses only the best materials for composite boards. Years of engineering has been spent to ensure the correct blend of components have been used for UltraShield to stand the test of time. They are confident in the product and its long-lasting performance so have backed it with the most comprehensive warranty in the industry. There is a 25-year limited residential warranty and 10 year limited commercial warranty.

### **Aluminium gates:**

These are covered by a separate warranty from our supplier. The link to their website will be provided upon completion of installation (or supply only) to activate your warranty with them. However, our installation warranty applies and the below stipulations and call out fees from Cellfab Ltd still apply.

### Installation Time + Ground/Site Conditions

Cellfab Ltd will allocate an appropriate amount of time included in the installation cost to complete an installation successfully. It is not possible to fully know what the ground conditions are like or what is underneath the surface until we start excavation.

Within our standard installation cost, we do not allow for the following unforeseen variables:

- Extreme ground conditions (For example, extremely soft/wet ground that requires a much larger excavation with extra concrete, to make it structurally suitable to take the weight of the gates.
- Areas which are extremely 'rocky' that require additional excavation/machinery (i.e. you cannot suitably hand dig the area)
- Issues with service pipe locations (gas, drains, water, electricity, data cables
  etc). For example, if a service line is directly underneath our post area this
  service may need to be moved or the posts specially adapted to go around
  the services.
- Gardening/tree work. Any additional stump/root removal.
- General gardening work. We do not carry out tree/bush removal as part of our installation. This would be required to be completed prior to installation. If we are required to do this on site to allow an install to be completed, then this may be chargeable in time.

Any of these conditions will be highlighted and costed for at the time of discovery.

### Start/Stop or Delays to Installations

We do not allow for start/stop installations (for example, a site that has various other trades on site) as standard within our costings unless it has been specifically quoted for/advised for by the customer.

Should we have a lot of 'down time' on site whilst waiting on other trades completing tasks first then this unaccounted time will be discussed and charged for.

We endeavour to stick to confirmed dates for installation, but these can be subject to change due to unforeseen circumstances and adverse weather conditions.

### What is not covered?

Winds and storm damage (acts of God):

This is usually covered by the customers home insurance similar to if your roof was damaged from a storm.

We are happy to quote/repair for insurance work!

- Subsidence of posts caused by foundations or tree roots moving.
- Abuse/vandalism/accidental damage: For example, gates left unsecured and allowed to continuously slam in the wind. Another example would be children jumping/swinging on gates causing high stress in the wrong areas.
- Damage caused by sports balls/toys would also not be covered and pet damage.
- Accidental damage caused by third party installers on supply only gates will also not be covered.
- Areas Which Have to Be 'Welded on Site'

Whether we are installing, you are installing, or a builder/subcontractor are installing your gates, in some situations it may be necessary to weld some of your metalwork 'on site', during the installation process.

For example, you may need to have your new posts/railings connected to preexisting metalwork, your posts may require a 'custom lug' added when fitting in awkward install conditions or have holes drilled for various fixings/reasons.

We still guarantee the workmanship of these scenarios however, we cannot guarantee that these small, welded areas will remain rust free for life as they were not subject to the galvanising (and powder coating) process.

These areas that have been welded on site will be protected using cold galvanizing spray & cold powder coating touch up spray. This 'on site' process still gives adequate protection but over the years it may require a 'touch up' from time to time. This is normal and as long as you give the area a quick spray of paint it will continue to remain rust free and in the same condition it was from day one!

# Automated Gate Systems – Wind & Storms – Considerations & Important Information

NOTE–We along with other companies have installed 100's of swing gates in windy areas with automation systems.

This guide is not written to deter you from installing close boarded swing gates but more to highlight all the aspects/considerations and ensure the user applies common sense when using the installed system.

Gates act like large wind sails due to their large surface area. When choosing a gate system, the best course of action is to mitigate against the wind (if possible).

# This means the following:

- Choose a sliding gate (if possible) as these are hardly affected by the wind (the gate and motor does not have to fight against the wind to open). Although these can be substantially more in cost.
- If a sliding gate is not suitable choose a gate that is open rather than closed boarded, for example:
  - Full metal only gate with lots of gaps
  - Half and half gate (top half metal, bottom half close boarded)
  - Fully slatted or louvred
- If a close boarded swing gate is chosen, we can reinforce the brackets and connections but the motor itself still has its limitations which must be adhered to.

It is understandable that sometimes due to one or a combination of the following items that it is not suitable or possible to install a gate that does not have to combat against the wind.

Security or privacy requirements (you need to have palisade or close boarded gates)
 Restrictive sizes at the area of installation (i.e. no room for sliding gate)
 Budget restrictions

Note—It is possible to have close boarded gates in windy areas, but you must be aware that they should not be used during high winds or storms. See gate limitations.

### **Gate Limitations & Expectations**

A close boarded gate with swing operation in an exposed open/high wind area (and subsequently even more extreme storm area) will still function and operate as an electric gate system. You should avoid using the gates on automatic mode on these days and manually operate them (we advise to keep the gates in a locked open position during high winds/storms to avoid damage to the gates and/or motors. Any customer going against this advice and any subsequent damage caused will not be covered by the warranty. A call out fee will be charged to assess damage plus further costs for fixing any damage. See separate call out details below)

### **Common Problems**

From experience the most common problem is user error—people will attempt to operate a gate in winds that are not suitable for operation.

Although a gate may open many times in high winds without problem eventually the stress can create a failure point on the motor brackets.

After multiple days of extremely strong winds or the storms we receive from time to time is usually when we receive service calls. Every call out is to repair wind damage on a large, close boarded gate leaf which has been used during a storm (on automatic mode).

In these conditions the gates/motors should be disengaged and used manually until it is safe to return to automatic mode.

### **Guarantees**

Unfortunately, we do not guarantee any wind or storm damage on gate systems. The reasons are as follows:

- 1. If a gate is damaged by a storm, then it would be an insurance claim, similar to if your roof or other property items damaged.
- 2. Gate systems have limitations. The only way the system becomes damaged is if it is used frequently during high winds (or even just once during extreme winds).
- 3. We cannot guarantee users will treat their system with care—i.e. we cannot control how and when a user operates the gates (especially during storms).
- 4. Our gate systems are manufactured with robust designs—welds/hinges/motors etc. They will perform better than any similar system but still have limitations.

### **Gate Automation**

You will also receive separate automation guarantee/warranty details from our automation partner Chester Gates & Barriers which will also cover their separate call out fees.

### **Cancelled Visits, Reasons & Additional Costs:**

We reserve the right to charge any additional costs incurred to the company which are not the company's fault/liability.

This typically involves the following scenarios:

- Customer books surveyor and then is not available and does not cancel the meeting.
- Customer agreed to do preparation work that was not completed, and the company send a fitting van to site which must be called off.
- Any other scenarios where the actions of the customer result in additional travel time and site visits
- Work undertaken by other tradesmen on site that effects the installation of our gates i.e. delaying the installation to another day or us having to adapt the

gates to be able to complete the install on the agreed date (biggest example of this issue is newly laid drives not being level)

### Call out fees

Our standard call out fee is £150+vat (subject to time and distance constraints). This is the minimum charge we need to charge for any call outs and will be payable on booking a date for the call out. By requesting a call out the client agrees to these terms. Should a client not agree to these terms we are unable to visit site.

Call out fees are chargeable for anything not covered in the warranty i.e. accidental, intentional or storm/wind damage. They will also be charged for any call outs for installations over 1 year old.

Any work completed/parts needed after the assessment of reported issues/damage on the call out will be quoted to the customer and charged on top of the call out fee.

### **Payment Terms and Conditions of Cellfab Ltd**

These payment terms apply to all goods and services provided by Cellfab Ltd (apart from call out fees. See above)

Once a customer confirms they wish to proceed with our final quote an invoice will be issued, this will be for the full amount of the work quoted. A 50% deposit will be required for our Composite infill gates and a 75% deposit for our Aluminium range. The remaining balance will not be due until completion of the installation of your gate/gates or upon delivery for supply only (please note you will receive a separate invoice and payment terms from our automation partner Chester Gates and Barriers for the automation of gates. Therefore, once we have installed your gates we expect payment of our invoice on completion of the gate installation or the below stipulations apply))

Payments can be made via BACS or payment link provided by us.

## **Late Payment**

If the remaining balance is not received in full on the date of completion/supply the gate/gates remain the property of Cellfab Ltd and we reserve the right to remove them until payment has been received. The warranty will not be valid, and any damage caused during this time will be charged at the full cost to the customer (Our warranty will only be valid once payment has been received in full).