



CM Gates & Barriers – Terms & Conditions (Business to Consumer)

Version 2026-01

Last Updated: 25 March 2025

1. Introduction

1.1. These terms and conditions govern the supply of products and/or services by **CM Gates & Barriers Ltd** (“we”, “us”, “our”) to you (“the customer”).

1.2. By accepting a quotation, placing an order, or instructing us to proceed, you agree to be bound by these terms and conditions. Please read them carefully.

2. About Us

CM Gates & Barriers Ltd

Registered in Scotland

Registered Office: 4 Polbeth Industrial Estate, Polbeth, West Calder, Scotland, EH55 8TJ

VAT Number: 258087476

You can contact us:

- **Phone:** 01506 332021
- **Email:** info@cmelectricalgates.co.uk

When we contact you, this may be via telephone, email, or post using the details you have provided.

3. Our Services & Products

3.1. We provide the **supply, installation, repair, and servicing of gates, barriers, and access control systems**.

3.2. All services (including call-outs, servicing, and repairs) will be **charged in accordance with our current rates or as quoted in writing**.

3.3. Where applicable, services include attendance, inspection, and reasonable efforts to diagnose and/or repair faults.

3.4. If additional work or parts are required, we will provide an **estimate or quotation before proceeding**, unless immediate action is required for safety reasons.

3.5. Any attendance, inspection, or call-out arranged with you will be **chargeable**, regardless of



whether a repair is completed.

3.6. Images of products shown on our website or in marketing materials are **for illustrative purposes only** and may vary from the final installation.

4. Installation & Access

4.1. Installation and service dates will be agreed following acceptance of your order.

4.2. You must provide **safe and reasonable access** to your property at the agreed time.

4.3. If access is not provided or is deemed unsafe, we reserve the right to **charge for aborted visits** and/or rearrange the works.

4.4. You are responsible for ensuring that the site is suitable for the works, including **power supply, permissions, and any required third-party approvals**.

5. Payment

5.1. Payment terms will be as set out in our quotation or otherwise agreed in writing.

5.2. We reserve the right to request **payment in advance or a deposit** prior to commencing work.

5.3. Full payment must be made in accordance with the agreed terms.

5.4. We reserve the right to charge **interest on overdue invoices** in accordance with applicable legislation.

6. Delivery & Completion

6.1. Any timeframes provided for delivery or completion are **estimates only and not guaranteed**.

6.2. We are not responsible for delays caused by factors outside our control.

6.3. Products become your responsibility upon delivery or installation.

6.4. Ownership of goods remains with us until **full payment has been received**.

7. Your Rights

7.1. You may cancel your order prior to delivery or commencement of services, subject to reasonable charges for costs incurred.

7.2. You have legal rights if products or services are **faulty, not as described, or not carried out with**



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reasonable care and skill.

8. Our Liability

8.1. We are responsible for loss or damage caused by our negligence or failure to use reasonable care and skill.

8.2. We are not responsible for:

- Pre-existing faults or defects
- Issues arising from third-party equipment or prior installations
- Indirect or consequential losses

8.3. Where we carry out work at your property, we will make good any damage directly caused by us, but not for unrelated defects discovered during works.

9. Privacy

9.1. We will only use your personal information in accordance with our Privacy Policy.

9.2. We will only share information where required by law or necessary to fulfil our services.

10. Governing Law

10.1. These terms are governed by **Scottish law**.

10.2. Any disputes will be subject to the jurisdiction of the **Scottish courts**.

11. Updates to Terms & Conditions

11.1. We reserve the right to update or amend these terms and conditions from time to time where reasonably necessary, including to reflect changes in legislation, best practice, or our business operations.

11.2. Any updated terms will apply to new orders and services agreed after the date of publication.

11.3. Where appropriate, we will make reasonable efforts to notify customers of any significant changes.



12. Exclusions (What is Not Included)

Unless specifically agreed in writing, the following are **not included** within our quotations or services:

- Removal of existing gates, doors, or structures
- Waste disposal, skips, or site clearance
- Supply, installation, or connection of third-party systems (e.g. access control, fire alarms, or security systems)
- Provision of suitable foundations, fixing points, or structural supports
- Builder's work, making good, or reinstatement works
- Repositioning or alteration of existing services (including cabling, ducts, alarms, or pipework)
- Removal of obstructions preventing installation or repair works

Any works relating to the above must be completed by others unless agreed in writing.

13. Additional Charges

The following may result in **additional costs**, which will be communicated where reasonably possible:

13.1 Site Attendance & Delays

- Where works cannot be completed due to site conditions (e.g. no power, restricted access, unsafe environment)
- Where additional time on site is required beyond what was reasonably expected

13.2 Abortive Visits

- Where we attend site but are unable to carry out works due to no fault of our own
- Re-attendance visits may also be chargeable

13.3 Changes & Cancellations

- Orders cancelled after acceptance may incur charges for work completed, materials ordered, or administrative time
- Changes requested after acceptance may result in additional costs

13.4 Materials & Additional Works

- Any additional materials, parts, or labour outside the original scope will be chargeable
- We will provide an estimate or quotation before proceeding where reasonably possible

13.5 Access & Programme Delays

- Delays caused by third parties, site readiness, or restricted access
 - Additional visits or extended installation periods due to factors outside our control
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14. Testing & Reports

14.1. Our quotations do not include structural testing, environmental reports, or specialist certifications unless stated.

14.2. Where such reports are required, they will be **charged separately**.

15. Photography & Marketing

15.1. We may take photographs of works in progress and completed installations for **record-keeping, quality control, and marketing purposes**, including use on our website and social media platforms.

15.2. These images will **not include sensitive personal information** and will not disclose precise location details or any information that could identify the customer or compromise security.

15.3. If you do not wish for images of your installation to be used for marketing purposes, you must notify us in writing prior to the works being carried out.

16. Warranty

16.1 All new parts supplied and installed by us are covered by the **manufacturer's warranty** applicable to those parts.

16.2 In the event of a fault or failure, the **customer must notify us as soon as reasonably possible** after the issue becomes apparent.

16.3 Any warranty claim is subject to **inspection and verification by the part manufacturer**. Warranty approval is at the **sole discretion of the manufacturer** in accordance with their warranty terms. We will provide the customer with a report or findings supplied by the manufacturer in relation to the warranty assessment.

16.4 Labour costs associated with **diagnosing, removing, refitting, or replacing** parts are not covered under the manufacturer's warranty and **will be chargeable to the customer**, however, where it is determined that the fault has arisen as a **direct result of negligence or improper installation** by us, the associated labour costs will be covered by us under this warranty.