



Terms & Conditions / Privacy Policy

UNOSIDER UK TERMS AND CONDITIONS OF SALE

1. Introduction

This document sets out the terms and conditions upon which we provide and charge for our goods.

2. Interpretation

2.1 In these conditions:

“Client” means the party which accepts the Firm’s offer to provide the Goods or whose order for the Goods is accepted by the Firm;

“Conditions” means the Firm’s standard terms and conditions as set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing by the parties;

“Contract” means the contract for the supply of the Goods;

“Firm” means Spaceshade trading as “Unosider UK” of 6 Townsend Farm Barton, Henstridge, Somerset, BA8 0TU

“Goods” means the goods which the Firm is to supply to the Client in accordance with these Conditions.

2.2 These Conditions shall apply to all Contracts between the Firm and the Client to the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to apply under any purchase order, confirmation of order or similar document.

2.3 It is agreed that whomsoever shall sign any order form or confirmation on behalf of the Client shall be taken as being liable to the Firm for the price of the Goods both as principal and as an agent of the Client.

3. Orders and Specifications

3.1 A quotation issued by the Firm to the Client shall be deemed to be open for acceptance by the Client, subject to these terms and conditions for a period not exceeding thirty days, such days to include Saturdays, Sundays and Public Holidays.

3.2 The Firm reserves the right to cancel its acceptance of any Contract in the circumstances where delay has arisen between the making of the Contract and payment such that the Firm has become adversely affected by the delay and provided that the delay is caused by circumstances entirely beyond the control of the Firm.

3.3 No offer or order shall be deemed accepted unless confirmed in writing by the Firm but the Firm shall be entitled to waive this Condition either expressly or by conduct.

3.4 The Client warrants the accuracy of the terms of any order submitted to and accepted by the Firm and undertakes to provide promptly to the Firm any necessary information to perform the Contract.

3.5 In the event that the Client cancels the Contract without valid reason, the Client shall reimburse the Firm for all losses (including, if applicable, any loss of profits which may be lawfully due to the Firm), or reasonable costs incurred by the Firm directly and foreseeably as a result of such cancellation.

4. Delivery

4.1 Delivery times are approximate and not binding. No delivery delays may give rise to penalties or requests for damages or interest, and neither may they justify order cancellations. In all circumstances of Force Majeure, the Firm reserves the right to suspend any orders pending or to fulfil them with a delay again without giving rise to any penalties and interest.

4.2 Any times quoted for delivery are to date from receipt by the Firm of a written order to proceed and such time shall be extended by a reasonable period if delay in delivery is caused by any cause whatsoever beyond the Firm's control, including industrial disputes, and delays caused in the transport of the Goods to the Firm from its supplier.

4.3 Delivery will be deemed to be the date of collection by the Client or the date the Client is notified the Goods are available for collection from the Firm's premises or if the Firm is authorised or required to send the Goods to the Client, delivery of the Goods to a carrier (whether named by the Client or not) for the purposes of transmission to the Client.

5. Property and Risk

5.1 Risk shall be passed to the Client on delivery. Title to the Goods shall not pass to the Client until the Client has made full and unconditional payment of:-

- (i) all monies due under the Contract in respect of the Goods; and
- (ii) all other monies due from the Client to the Firm.

5.2 Until such time as the property in the Goods passes to the Client the Firm shall be entitled at any time to require the Client to deliver up the Goods to the Firm.

5.3 The Client shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Firm, but if the client does so all monies owing by the Client to the Firm shall (without prejudice to any other right or remedy of the Firm) forthwith become due and payable.

5.4 The drawing and delivering by the Client of cheques does not amount to payment of the Goods unless those cheques are honoured upon presentation.

5.5 The provisions of this clause are without prejudice to the Firm's right to sue for the monies when due.

6. Price and Payment

6.1 The price of the Goods shall be the Firm's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Firm's published price list current at the date of acceptance of the order.

6.2 Except as otherwise stated under the terms of any quotation or in any price list of the Firm, and unless otherwise agreed in writing between the Firm and the Client, all prices are given by the Firm on a basis of delivery to UK client addresses and cost of transport, packaging and insurance is included in the quotation price.

6.3 The price is exclusive of any applicable value added tax, which the Client shall be additionally liable to pay to the Firm

6.4 Payment of the Goods is due 50% upon placement of the order and 50% upon delivery. Time for payment shall be of the essence of the Contract and interest may be added to the amount unpaid at the rate of 3% above the base rate of [National Westminster Bank PLC] per annum from the date payment should have been made up to the date of final payment.

6.5 Failure by the Client to make any payment on the due date shall entitle the Firm to suspend any further delivery until such payment or to treat the Contract as cancelled by the Client unless such failure results from a breach of contract by the Firm.

6.6 The Firm may recover in full any costs and expenses incurred in recovering monies due to it from the Client.

7. Rejection

The Client must check the Goods for any defects or discrepancies in the manufacture or supply as soon as is reasonably practicable after delivery and must inform the Firm of any such defects or discrepancies as soon as is reasonably practicable after the discovery thereof and in any event not later than thirty days from the date of delivery. The Client should not refuse delivery of the goods from the Firm's Transport Agent. The Client should write on the delivery note from the Transport Agent a description of any apparent damage before signing the delivery note. Where possible, the Client should photograph any visible damage to support any future claim by the Firm.

8. Return of Goods

Goods which have been supplied in accordance with the Client's order but which are subsequently returned will only be credited if the Firm's written agreement for the return has first been obtained and the price at which the Goods will be credited has been agreed. The Firm reserves the right to make a charge where necessary to cover the Firm's costs in putting the Goods returned into a re-saleable condition.

9. General

9.1 Any notice required to be given by either party to the other under these Conditions shall be in writing addressed to the other party at such address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

9.2 No waiver by the Firm of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected.

9.4 The Contract shall be governed by the laws of England, and the parties hereto agree to submit to the non-exclusive jurisdiction of the English Courts.

10. Guarantee

10.1 The guarantee regards components needing to be replaced after being recognised as defective. All parts apart from Steel components are guaranteed for two years after sale. Steel components treated by galvanization are guaranteed for five years, the duration guaranteed against corrosion.

10.2 The guarantee is effective from the date indicated on the Firm's invoice demonstrating sale to the Client.

10.3 The guarantee does not cover any expenses requested for repair or replacement parts by the Client.

10.4 The suspension of payment for Goods or failure to pay by the Client will immediately invalidate all guarantees on products.

10.5 The following are not covered by the guarantee:

- Imperfect matching of colours of paintwork and fabrics to colour samples and/or the supply of goods ordered at different times.
- Effects on metallic components of environments with a high saline content, in the vicinity of coastal areas or of high pollution
- Slight imperfections of the resistance of waterproof/water-repellent fabrics to water penetration

- Natural deterioration of paintwork
- Normal wear and tear on any mechanical components

11. Installation

11.1 The installation of structures must be carried out by personnel capable of assembling them correctly in a workmanlike manner. Any electrical connections and operations on electrical systems must be made by specialised personnel qualified to issue the required certifications of conformity. Any such operations carried out by unauthorised personnel will invalidate the guarantee and will exonerate the Firm from all and any liability for injury or damage that may derive from the same.

12. Privacy Policy

When you send an enquiry to Unosider UK we will not pass on any of your contact details to any third parties. Contact details may be retained by Unosider UK so that we may follow up your enquiry and alert you to any special offers or new products. No records will be retained for more than four years.

13. Maintenance and Cleaning

Advice for maintenance and cleaning of structures and fabrics

STRUCTURES IN STEEL OR ALUMINIUM: Clean periodically with freshwater and neutral soap. Wash structures and then rinse and dry to remove dirt and atmospheric agents that may contain corrosive substances. Use brushes with soft bristles to prevent scratches of paintwork.

PVC, PVC BLOCKOUT, SOLTIS, COVERSTREET: Clean periodically with freshwater and neutral soap. Wash structures and then rinse and dry to remove dirt and atmospheric agents that may contain corrosive substances. Use brushes with soft bristles.

ACRYLIC FABRICS: Wash when necessary with detergents recommended for outdoor acrylic fibres and awnings as follows: Moisten the fabric surface, sprinkle cleaning product on the surface and leave to take effect, brush before the fabric is completely dry and rinse to complete the process.