



## IMPORTANT SAFETY NOTICE

**We would bring to the reader's attention that an occupier of premises has a duty to make the premises safe for people who might come on to them. This includes a duty to protect them from potential hazards.**

**It is essential that parking equipment is specified, installed and maintained correctly in order to ensure safety in operation.**

### Please read carefully the following:

#### 1. Vehicle Detector Loops

Automatic Barriers and Bollards are normally operated with detectors fitted to inductive vehicle detector loops installed under the road surface. These devices operate by detecting the presence of a metallic object over the loop. The ability of the system to detect vehicles accurately is determined by a variety of factors including the type of vehicle using the system and the presence of metal objects buried under the road surface, such as access covers and steel reinforcement. It is essential that the equipment is specified and installed correctly.

Unless specified otherwise, detector loops will be installed to operate correctly with normal domestic and small commercial vehicles. They may not work correctly with motorcycles, or bicycles, or unusual vehicles and the barrier system could be hazardous for such users. Automatic (so called 'free') entry or exit lanes in particular are not safe for motorcycles and other means for their parking should be provided.

Where systems for H.G.V.'s, Buses, Ambulances and other large high-bedded vehicles are installed it will not be possible to safely recognise motorcycles and an alternative means of access should be provided.

Under some circumstances it is possible to install special detecting equipment for motorcycles. However, because of the wide variety of such vehicles it is not possible to guarantee accurate detection of all types. If you wish to take up this option please ensure we are advised as early as possible, in writing. Please note it is not possible to make arrangements that guarantee the safety of bicyclists.

Unusual vehicles (for example, vehicles towing caravans) and those with a high non-metallic (e.g. glass-fibre) content, or low metallic content may also require special detector equipment. If you plan to use such vehicles please advise us in writing as soon as possible so that appropriate arrangements can be made.

In addition please note that detector systems are influenced by the presence of any metallic object and, therefore, objects such as pushchairs, shopping trolleys, wheelchairs, etc., should never be permitted access to the area controlled by the system while in automatic mode.

When barriers are set to open or close through the operation of a manual remote device such as a push button or radio key, it is important to understand that the operator has responsibility for the safe passage of vehicles, it is essential that the operator has visual contact with the barrier, in order to ensure its movement will not cause a hazard.

#### 2. Pedestrians and Bicyclists.

We strongly advise a clearly signed separate entrance be provided for pedestrians and bicyclists, with appropriate physical protection (such as guardrails) to separate the pedestrians from the area controlled by the barrier. There should be clear signage to inform pedestrians of the danger.

In some circumstances it is not possible to avoid completely the possibility of pedestrians using the vehicle roadway controlled by a barrier. In such circumstances a number of options are available to reduce the risk of injury, including:

- Clear signage to avoid moving barrier
- The use of safety edges
- The use of visible and/or audible warning signals
- The use of cross-hatching on the road surface under the barrier arm.

Our sales office staff will be happy to discuss your requirements.

#### 3. Signage and site preparation- General

EAGLE barriers will be supplied with warning signs, which unless instructed otherwise by the customer, will be applied to the barrier housing.

In addition we make the following recommendations:-

- i) Warning signs showing that pedestrians and/or motorcyclists and/or bicyclists (as appropriate) are not permitted to enter the area controlled by the barrier should be displayed prominently, near the equipment.
- ii) Attempts by motorists to abuse the parking equipment system, for example "tailgating", may result in damage to their vehicle and the barrier system. We advise that the appropriate signage is installed to inform the motorist how to use the system

correctly and that neither the owner of the barrier nor the manufacturers shall be liable for damage caused if motorists abuse the system.

- iii) An area of the road surface immediately under the barrier arm, around bollards & kerbs, and for a distance of 1 metre on either side, should be crosshatched in yellow paint. This will act as an additional warning.
- iv) An area of the road surface immediately under the barrier arm, around bollards & kerbs, and for a distance of 1 metre on either side, should be made uneven by use of materials such as cobbles. This will act as an additional deterrent to pedestrians, bicycles, shopping trolleys, pushchairs etc.

Please contact our sales office if you require any advice from us. Certain standard signs are available from EAGLE .

#### 4. Electrical Safety

Unauthorised persons must not be permitted to open, adjust, maintain or tamper with the equipment. Authorised persons may only do so according to the manufacturer's instructions as contained in product manuals, training and labels and signs inside the equipment.

#### 5. Maintenance

The electrical safety of the equipment and the efficient and safe operation of the vehicle detecting system are conditional upon regular preventative maintenance and testing being carried out according to the manufacturers instructions by a qualified and trained engineer.

If at any time you have any doubts over the correct or safe operation of the system, the system should be taken out of operation and a qualified service engineer called.

#### 6. Deep Excavations

If the Work we propose involve excavations to a depth in excess of 450 mm, we need to ensure the safety of the operators involved, and to avoid damage. We request that you inform us of any services (i.e. water, gas, electricity, telecommunications, sewers etc.) that may be under the proposed installation area, and also provide us with a plan of said services.

Failure to provide the above information may delay the proposed installation. We reserve the right to make an additional charge for any survey or extra works required.

EAGLE cannot be held responsible for any damage to services not identified in the customers Survey

The above reflects the owners responsibility to on site working under "The Management of Health & Safety at Work Regulations 1992"

#### 7. General

Alterations to the layout, especially loop positions, or operation of the vehicle control system specified in the drawings or other documents, should not be made without consulting EAGLE . Any alteration to the road surface in the area controlled by detector loops could affect the safe operation of the system.

Please note that in some system applications the requirements for security must be balanced with the need for safety and in such cases our recommendations regarding system specification will reflect our concern for safety as a priority.

Any deviation from EAGLE 's recommended system is entirely the responsibility of the Purchaser/Operator.

By accepting installation of a system deviating from EAGLE 's recommended system the Purchaser/Operator of the system is deemed to indemnify EAGLE from claims for damage resulting from the deviation from the recommended system.

We are pleased to advise customers of the safety issues involved in any system.

If you are in any doubt as to the interpretation of this notice or require any further assistance please do not hesitate to contact our sales office for advice.



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## **EAGLE AUTOMATION SERVICES LIMITED (“EAGLE”) TERMS AND CONDITION OF SUPPLY**

The following definitions and rules of interpretation apply in this agreement.

### **DEFINITIONS:**

Company: Eagle Automation Services Limited (“Eagle”).

Conditions: these terms and conditions.

Contract: the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from the Company.

Delivery Location: has the meaning given in Clause 7.1.

Eagle Contractual Requirements: means those requirements entitled such within these Conditions and/or on the Company’s website www.eagleautogate.co.uk

Force Majeure: has the meaning given to it in Clause 14.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that are agreed in writing by the Company and the Customer.

Order: the Customer’s order for the supply of those Goods and/or Services as set out in the Company’s quotation.

Services: the services supplied by the Company to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing by the Company to the Customer.

### **1.2 INTERPRETATION:**

(a) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### **2 BASIS OF CONTRACT:**

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order.

2.3 These Conditions shall apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Company’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 The Company refers the Customer to the Eagle Contractual Requirements which set out important information concerning the Goods and Services.

### **3 GOODS**

3.1 The Goods are described in the Goods Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (direct, indirect and consequential) arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party’s intellectual property rights. This Clause 3.2 shall survive termination of the Contract.

3.3 The Company reserves the right, upon notice, to amend the Goods Specification if required by any applicable statutory or regulatory requirement.

3.4 The Company will issue copies where necessary of relevant specification sheets or drawings of the Goods illustrating their dimensions and installation requirements. Manufacture of the Goods will proceed unless the Customer advises otherwise (in writing) within 7 days of the said issue.

3.5 The Company warrants that on delivery and for a period of 12 months from the date of invoice, the Goods shall:

(a) conform in all material respects with their description and the Goods Specification;

(b) be free from material defects in design, material and workmanship;

(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

3.6 Subject to Clause 3.7, the Company shall, at its option, repair or replace any defective Goods, or refund the price of the defective Goods in full if:

(a) the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Clause 3.5; and

(b) the Company is given a reasonable opportunity of examining such Goods.

3.7 The Company shall not be liable for the Goods’ failure to comply with the warranty in Clause 3.5 if:

(a) the defect arises because the Customer failed to follow the Company’s instructions as to the commissioning, use or maintenance of the Goods;

(b) the defect arises as a result of the Company following any drawing, design or Goods Specification supplied by the Customer or the Customer’s agents;

(c) the Customer alters or repairs such Goods without the written consent of the Company;

(d) the defect arises as a result of fair wear and tear, wilful damage, negligence, lack of maintenance or abnormal working conditions; or

(e) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

3.8 Except as provided in this Clause 3, the Company shall have no liability in respect of the Goods’ failure to comply with the warranty set out in Clause 3.5.

3.9 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Company.

### **4 SERVICES**

4.1 The Company shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

4.2 The Company shall use all reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

4.3 The Company reserves the right, upon notice, to amend the Service Specification if required by any applicable statutory or regulatory requirement.

4.4 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

### **5 PRICES**

5.1 The price of the Goods shall be the Company’s quoted price or, where no price has been quoted, the price listed in the Company’s published price list current at the date of acceptance of the order.

5.2 The Company reserves the right to:

(a) increase the charges for the Services on an annual basis in line with the percentage increase in the Retail Prices Index in the preceding 12-month period;

(b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost to the Company which is due to any factor beyond its control (such as, without limitation, any foreign exchange fluctuations, currency regulation, alteration of duties or taxes, significant increase in the cost of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which have been requested by the Customer, or any delay caused by the failure of the Customer to give the Company adequate information or instructions.

5.3 Prices exclude any applicable value added tax, which the Customer shall be additionally liable to pay to the Company.

5.4 All prices are based upon works carried out Monday – Friday 8.00am – 6.00pm and Saturdays 9am to 12pm unless otherwise stated. Works requested outside these hours are subject to a surcharge.

5.5 All estimates, quotations, and the like (which for the avoidance of doubt do not constitute an offer) are valid for a period of 28 days.

5.6 Estimates only include the work specified, and any additional work or parts required will be charged as extra to the estimated price.

### **6 PAYMENT**

#### **Supply and Install Terms of Payment**

6.1 A deposit of 40% of all monies due must be paid upon placing any order, 30% second stage payment and 30% prior to shipment.

6.2 Where applicable the balance must be paid in full upon completion of the installation (and prior to commissioning if commissioning is delayed for reasons beyond the Company’s control in which case additional charges will be applied in respect of such commissioning).

#### **Supply Only Terms of Payment**

6.3. Where the customer has confirmed the site is subject to zero VAT and subsequently deemed incorrect Eagle reserve the right to invoice and recover the VAT from the customer

6.4 Parts: Full payment must be paid at time of order save for account customers where payment of 50% is required, balance within 30 days of invoice.

#### **Service & Repair Works Terms of Payment.**

6.5 Maintenance repair quotes 50% paid upon placing an order. Balance 30 days where credit terms agreed otherwise 100% paid on placing order

#### **Annual Maintenance Agreement Terms of Payment**

6.6 Annually in advance. No refunds will be made should the Customer wish to end the maintenance agreement prior to its expiry.

#### **Special Contract Payment Terms (Application for Payment)**

6.7 Where the Company has agreed to be paid on the basis of applications to be submitted, applications will be made monthly. The “Due Date” of any such payment will be the date that the application is submitted and the Final Date for Payment will be 14 days after the Due Date.

#### **Terms Applicable to all Contracts**

6.8 Should there be a delay at site (not caused by the Company) preventing installation of Goods held by the Company at its warehouse or delivered to Site, then the Company reserves the right to invoice for 95% of the contract sum. In the event that such delays continue beyond 30 days, the Company reserves the right to apply a storage charge equivalent to 5% of the agreed price for the Goods for each month or part month that such Goods are stored.

6.9 Should the Customer cancel its order with the Company, the Company will charge the Customer a cancellation fee which is the higher of either 50% of the agreed prices or the total of the costs, expenses and losses incurred by the Company subsequent to such cancellation.

6.10 In the event of inclement weather or other condition beyond the direct control of the Company that causes delay to the installation of the Goods then the Company shall be entitled to an appropriate extension of time to complete the installation and loss and expense incurred consequent to such delay.

6.11 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to suspend any further deliveries to the Customer and charge the Customer interest on the amount unpaid at the rate of 8% per annum above National Westminster Bank PLC base rate from time to time, until payment in full is made.

6.12 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).



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## **7 DELIVERY**

7.1 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Company notifies the Customer that the Goods are ready.

7.2 Delivery of the Goods shall be completed on the completion of the unloading of the Goods at the Delivery Location.

7.3 The Company reserves the right to elect the means of transport for delivery of Goods. Where the Customer requests a special method of delivery the Customer accepts liability for those costs which will be added to the invoice.

7.4 Any dates quoted for delivery of Goods are approximate only and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by Force Majeure or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

7.5 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

7.6 If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by Force Majeure or the Customer's failure to provide the Company with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

7.7 If delivery of the Goods is refused the Customer shall, without prejudice to any other right or remedy available to the Company, be liable for all carriage, storage and handling charges incurred by the Company. If the Customer fails to take or accept delivery of the Goods within 10 days of the Company subsequently notifying the Customer that the Goods are ready, then except where such failure or delay is caused by Force Majeure or by the Company's failure to comply with its obligations under the Contract in respect of the Goods:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the tenth day following the day on which the Company notified the Customer that the Goods were ready; and
- (b) the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

## **8 RISK**

8.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery. If the Customer wrongfully fails to take delivery of the Goods, risk shall pass at the time when the Company first tenders delivery.

## **9 TITLE**

9.1 Title to the Goods shall not pass to the Customer until:

- (a) the Company receives payment in full (in cash or cleared funds) for the Goods; and
- (b) full payment for any other goods that the Company has supplied to the Customer in respect of which payment has become due,

in which case title to the Goods shall pass at the time of payment.

9.2 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;
- (d) notify the Company immediately if it becomes subject to an insolvency event; and
- (e) give the Company such information relating to the Goods as the Company may require from time to time.

9.3 At all times before title to the Goods passes to the Customer, the Customer grants the Company an irrevocable right to enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## **10 CONFIDENTIALITY**

10.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs or clients of the other party, except as permitted by Clause 10.2.

10.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this Clause 10; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## **11 TERMINATION**

11.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

11.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

## **12 CONSEQUENCES OF TERMINATION**

12.1 On termination of the Contract the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;

12.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including rights to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

12.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

## **13 LIMITATION OF LIABILITY**

13.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence.

13.2 Save as provided for in clause 13.3 and 13.4, the Company's total liability to the Customer shall not exceed the value of the Order. The Company's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

13.3 The Company's total liability to the Customer for liquidated damages or damages consequent to late delivery shall not exceed 10% of the Order.

13.4 The Company accepts no liability for consequential loss caused by faulty goods or workmanship. Notwithstanding any other provision in these Conditions, the Company's sole liability in respect of any such faults is of repair and/or replacement.

13.5 Professional indemnity is not applicable to the manufacture of gates. Eagle are not responsible for the design as the product is pre manufactured using industry standard components. The gate does not form part of the structural integrity of the building

## **14. FORCE MAJEURE**

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 6 months, the party not affected may terminate this agreement by giving 2 months written notice to the affected party.

## **15. GENERAL**

15.1 Assignment and other dealings.

The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

15.2 Notices.

Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at either the registered office or principal place of business of the receiving party.

15.3 Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.4 Waiver.

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.5 No partnership or agency.

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

15.6 Third party rights.

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

15.7 Governing law and disputes

(a) The courts of England and Wales have exclusive jurisdiction to determine any dispute or difference under or in connection with the Contract.

(b) In the event that either party is entitled to commence an adjudication pursuant to the Housing Grants, Construction and Regeneration Act 1996, then the Responding Party shall be entitled to submit a Response within 14 days of receiving the Referral Notice.



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