

# Terms and Conditions of Sale

- 1 **The balance of purchase price is payable immediately upon completion of installation or delivery in accordance with terms and conditions of the contract. Payment for the work contracted as outlined in this document and the payment schedule left with customer forms part of this agreement and failure by the customer to honour this schedule in part or whole will be classed as a breach of contact by the customer.**
  - (a) Balance payment can be made to the installation team by **bankers cheque** in favour of the Company, only if this has been agreed as overleaf and unless prior arrangements have been made in respect to final payment by debit or credit card or by one of the Company's finance plans but must be **agreed with the Company in advance.**
  - (b) A second stage payment will become due immediately, where work exceeds 10 working from start of installation, due to delays imposed by the customer. This payment will be a minimum of 50% of the balance price remaining, or depending on the circumstances may result in the full balance price being due.
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  - (c) The customer will accept delivery, or provide reasonable access to enable installation to be completed as soon as advised that materials are ready. If within (6) six weeks of such advisement an appointment for installation or delivery in accordance with the contract has been delayed by the customer, **the full contract purchase price is then due and payable** and installation or delivery will follow at a mutually convenient date.
  - (b) Once an installation/delivery date has been agreed, the customer must allow access to the company's representatives to complete work unless otherwise agreed with the company in writing, in advance.
  - (e) At start of work the install crew will arrive with a work schedule - **a copy of the order agreement detailed overleaf** - This must be checked by customer and signed before work on the property can commence. Refusal to sign this work schedule at the start of work, may result in work being halted and install crews withdrawn until the work schedule is completed to both parties satisfaction. If the work schedule is not signed by customer, it is the Company's right to halt any work and withdraw labour until a solution can be reached and work schedule is actioned.
  - (f) On completion of agreed work the customer accepts that the final payment is due immediately by the payment method as agreed and displayed overleaf. **This payment method cannot be altered unless agreed in advance with the company in writing or by email and confirmed by the Company** in writing or by email confirming it's acceptance of the change of payment method. **This must be done before installation or delivery of product is due to happen. - Failure in this would constitute a breach of contract on the part of the customer.**
  - (g) On completion of work the customer will be asked by the install crew to **walk around the completed job and check ALL aspects as outlined in the work schedule have been completed to the customers full satisfaction.** After this the customer will be required to sign a completion of work document. Refusal to sign this document at completion of work may result in the Company's warranty be halted and if not resolved within 14 days of work being completed may result in the warranty becoming nul and void.
- 3 **Where a deposit has been paid at the time of contract this may be deemed non-refundable in the following conditions.**
  - (a) Where work has already been undertaken, in whatever capacity.
  - (b) Where materials in **raw state or final specifications** has been allocated for this contract.
  - (c) Where costs have been incurred to schedule work as per client instructions.
  - (d) Outwith the statutory period for cancellation.
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  - (a) We do our utmost to eradicate weeds from a driveway/patio, but would point out that weeds are an indicator that the original driveway was not laid properly to begin with. We therefore cannot Guarantee that weeds will be eradicated completely. For this reason we will leave with you 5 Litre of our own weed killer. (not available in the shops). Please ensure you follow the safety protocols whilst using.
  - (b) Water puddling on a Driveway/Patio can be because the area in question has not been laid correctly in the 1st instance. It is important to point these areas out to the install crew when they arrive on site to do the work. We will do our utmost to eradicate puddling, but cannot guarantee this will always be completely successful.
- 5 **The customer must allow (at their own expense) daytime access to carry out any warranty work.**
  - (a) The company warranty will be sent to the customer within 10/14 days of work having been completed and when full and final payment of the balance of purchase price has been made to the company.
  - (b) It is the responsibility of the customer to ensure a supply of water & electric is available at the property named overleaf, for the use of the install team for pressure washing, when they arrive on the first day to commence work, unless clearly stated overleaf as part of the T&c's of this contract.
  - (c) The warranty does not extent to damage or faults due to accident, misuse or neglect by the customer. Nor on non standard products.
  - (d) The warranty covers only areas protected by a D.P.C ( Damp Proof Course) **unless clearly indicated in this agreement.**
  - (e) In the case of "a contract of sale rights" set out in paragraph (4) are given in addition to and not in substitution for, all the customers rights under common law or by statute.
  - (f) The company gives such undertakings as to the title, as outlined in section 12 of the Sale of Goods Act 1979.
  - (g) Warranties are only transferable when agreed in writing with the new owners and agreed by the company at time of entry date. An administration fee is required in order to transfer the warranty to the new property owners. The price of this fee can be confirmed at any time by phoning the contact telephone number provided on the front of this contract agreement.
  - (h) The company reserve the right to inspect the property prior to any transfer or extention or any warranty. A fee may be charged for this inspection.
- 6 **The customer should ensure that any representation or promise made before or at the time of signature to this contract and not included in the printed form of this contract is added in writing on the face of the contract and signed by the customer and the company or it's agent.** In this way there will be no doubts as to the terms of the representation or promise.
- 7 Goods remain the property of the company until full and final payment has been made, in settlement of contract.
- 8 The Company reserve the right to cancel this contract based on the results of a second quantity survey being completed. Where this is the case the customer will be advised in writing of such an undertaking and any deposit paid will be refunded in full.
- 9 When payment is not made on the due date in accordance with (1) above, the company shall be entitled to charge interest at the rate of 2.5% per month on any balance (or part thereof from installation completion date, to the date of final payment).
- 10 It is the customers responsibility to obtain any necessary building warrants/planning permission's.
- 11 Last minute colour changes by the customer will incur additional charges where these colours differ from those indicated overleaf or later agreed in writing by the customer and agreed by the company. Cost for these changes would be 10% of contract price shown overleaf.
- 12 **Delay in payment of stage payment at start of work or final balance payment, may result in the guarantee being rendered nul and void.**