

## TERMS & CONDITIONS OF SALE

When you request us to supply goods to you, you will be entering into a legally binding contract with us and will be bound by the following terms of business. Please take some time to read them carefully and if you are unsure on any clause, please contact us for an explanation. However, we confirm that your statutory rights relating to faulty and misdescribed goods or services provided are not affected by these terms of business. If you have any doubts about your statutory rights you should contact your local Trading Standards Department or Citizen's Advice Bureau.

### 1. PAYMENT

- (a) When new awnings and/or other products are supplied, fitted, or repaired you must pay all monies due to us to our fitter when he has completed the job.
- (b) We may ask you to provide us with a deposit in the sum shown on the estimate. Such sum will be taken into account when the balance becomes due.
- (c) When awnings or other products are sold on a supply only basis and not fitted you must pay us at the time you place the order.

### 2. ESTIMATES

- (a) Estimates are valid for fourteen days from the date of issue, during which you are entitled to make an order. After 14 days, you must ask for a new estimate from us.
- (b) Unless specifically stated, the estimate does not include:
  - (i) the cost of removing your awning(s) or any rubbish from the site;
  - (ii) the cost of making good brickwork, pointing, rendering, floor or timbers which has been damaged during installation and which is not caused by our negligence in installing the awning.
- (c) If we believe the existing supporting structure is unsuitable to install a new awning, we will inform you at the time of estimate. However, our advice is given as a result of our experience and if you decide to place an order with us despite our advice, we cannot be responsible for the continued suitability of the existing timbers or masonry after installation. If you have any doubts, we advise you to instruct a surveyor to carry out a full inspection.

(d) You are responsible for clearing the area where the products are to be fitted and we cannot be held responsible for any loss or damage caused to items not removed or adequately protected by you, unless the loss or damage is caused by our negligent work.

(e) Please ensure that our fitters have access to sufficient electricity supply to enable them to install the products.

(f) If you order products from us, or you provide us with measurements or other details for products which you ask us to install, which are subsequently discovered to be wrong, misleading or inaccurate, then you will be responsible for additional costs incurred by us in replacing any such products urgently unless such replacement is as a result of our erroneously advising you as to the suitability of the product in question.

### 3. MATERIAL PROTECTION

(a) Some of the materials used may naturally vary in colour, or be subject to warping, swelling or shrinkage due to their make up or ordinary natural processes of ageing, fading or the effects of weather or climate. You should consider arranging for such materials to be finished and maintained in accordance with the Manufacturer's recommendations (or such other maintenance as ought reasonably to be carried out) to avoid unnecessary shrinkage, warping or swelling.

(b) For the avoidance of doubt, we cannot be responsible for damage caused by natural rotting or decomposure of the supporting timbers or structures, which we advise should be treated appropriately to avoid or postpone rotting or decomposure or in extreme cases, replaced.

### 4. DELIVERY

(a) Any estimated time we give for delivery may vary. We will try our best to let you know if the time for delivery or installation will change from that stated on the estimate. If you urgently require delivery you should make this clear when you place your order with us. If we delay delivery or installation for more than 2 weeks from the estimated date given, you are entitled to cancel your order.

(b) Where we are delayed in delivering or installing goods because you are unable to take delivery or give us suitable access to install the goods, we reserve the right to charge you reasonable costs for storage of the goods, any increase in our labour and material costs, such increase which will not exceed the percentage increase in the Retail Prices Index (or any replacement of it), between the original date for delivery or installment and the actual date of delivery or installment and any bank interest, or other costs incurred by us as a direct result of your delay.

(c) If you cancel your order as a result of our late delivery which is caused as a result of a factor outside our reasonable control, we will be entitled to charge you in accordance with clause 6 below.

(d) We are concerned that you receive your correct order intact. When awnings are fitted, we will ensure that we have the correct order before commencing work. However, when you order goods to be delivered only, you must check the delivery at the time of delivery or as soon as possible after delivery to ensure it is correct and sign the acknowledgement overleaf. If there are any damages or shortages you must report them to us as soon as practicable after the damages or shortages are discovered, otherwise we cannot be responsible for replacing missing or damaged products.

#### 5. GOODS WHICH REMAIN UNPAID

(a) We will charge you interest on overdue bills at the rate of 2% per calendar month from the date on which you were due to pay us until you make the payment, which will be chargeable on a daily basis.

(b) Until you have fully paid for your entire order, we will continue to own the products supplied to you.

#### 6. CANCELLING ORDERS

(a) When we receive your order, we process it as soon as we can. If you cancel an order, we will lose the time we have spent on your order up to the time at which you cancel and so we reserve the right to charge you a cancellation fee which is sufficient to cover our lost expenses and handling charges.

#### 7. LOSSES

(a) In the event that any of our products supplied to you prove to be faulty, we ask that you contact us immediately, when we will discuss with you the best way to rectify any defect which will either be by way of repair or replacement free of charge, to your reasonable satisfaction or by offering you a refund for the product concerned. In the event that you suffer a loss as a result of a defect in the products we have supplied to you and/or by our lack of care during installation of the products which we have supplied, we will be responsible for your losses arising from:

(i) Any death or injury to any person; or

(ii) Damage to property and any other losses which could be reasonably anticipated as resulting from such damage.

However, we cannot be responsible for:

- (i) Losses which could not have been foreseen when you placed your order; or
- (ii) Any loss, injury or damage which was not caused by us and was not our fault; or
- (iii) Any losses of whatever nature caused to a business or commercial activity; or
- (iv) Damage caused to underground pipes and services unless either you have instructed us (at your expense) to carry out a suitable survey of the site or the damage is caused by our negligent work.