

Terms and Conditions

1. Appointments and Preparing for Installation

Appointments and proposed installation start dates are scheduled and provided in good faith. We will make reasonable efforts to meet these dates; however, we cannot guarantee that they will always be met.

Where you are required to make any preparations before installation, these must be completed before the agreed start date. You must notify us at least 24 hours before the planned start date if you are not fully prepared for the installation to begin. If you fail to provide such notice, we may charge you for any reasonable costs we incur as a result.

2. Installation of the Improvement(s)

2.1 Access and Utilities

You must provide us and our subcontractors with reasonable access to the relevant areas of your Property so that we can install the Improvement(s).

You must ensure that the Property has an adequate supply of water and electricity, and gas where this is normally supplied, and allow us to use reasonable quantities of these utilities free of charge for the purposes of installing the Improvement(s).

2.2 Property Condition

You must ensure that the Property is clean, accessible and safe for our employees, installers and subcontractors to carry out the work.

2.3 Existing Faults and Defects

We will not be responsible for any existing faults, defects or deficiencies affecting the structure, plumbing, electrical systems, heating systems or any other part of the Property.

We will also not be responsible for any redecoration or remedial work that may be required as a result of carrying out the installation, unless otherwise agreed in writing.

2.4 Additional Work

If we identify any faults, defects or other issues that mean additional work is required, we will provide you with an estimate of the cost of that additional work.

You may choose whether or not to accept the estimate. If you decide not to proceed with the additional work, either party may cancel this Agreement by providing written notice to the other party.

If this Agreement is cancelled for this reason, we may charge you for all work completed and reasonable costs incurred before the Agreement was cancelled.

2.5 Delays Beyond Our Control

If we are unable to start or complete the installation of any Improvement(s) due to circumstances beyond our reasonable control, including adverse or unsuitable weather conditions, we will not be held responsible for any resulting delay.

The Agreement will, however, remain valid in respect of any Improvement(s) that have already been installed.

2.6 Subcontractors

We may appoint suitably qualified and competent subcontractors to carry out the installation of the Improvement(s) on our behalf.

2.7 Completion

Once you have inspected the Improvement(s) and confirmed that they have been installed satisfactorily, you must sign the completion certificate provided by us to confirm that the Improvement(s) have been completed satisfactorily.

3. Guarantee

Upon completion of the installation, we will provide you with a guarantee setting out your rights against us in relation to defects in the design, workmanship or materials used in carrying out the work.

4. Payment for Your Improvement(s)

4.1 Price and Payment

The total price payable for the supply and installation of your Improvement(s) is set out in the Quotation.

We will normally require a deposit or part-payment when you accept the Quotation. The remaining balance will become due upon completion of the installation and must be paid immediately.

We reserve the right to charge interest on overdue payments.

Legal title to the Improvement(s) will only pass to you once payment in full has been received and cleared.

4.2 Credit Agreements

If you have chosen to finance all or part of the supply and installation of your Improvement(s) through credit, the credit agreement you have signed will set out the amount you are required to repay and the applicable repayment terms.

If you cancel your credit agreement, you may need to make alternative arrangements to pay for the Improvement(s). Cancellation of the credit agreement may also result in the cancellation of this Agreement.

5. Cancellation

5.1 Your Right to Cancel

You may cancel this Agreement within 14 days, beginning on and including the date on which you sign the Acceptance Letter, unless:

- We have already started installing the Improvement(s) with your agreement; or
- We have supplied goods that have been personalised or specifically adapted for your Property.

If you wish to cancel during this period, you must notify us in writing by letter or email.

Where applicable, we will refund your deposit within 14 days of receiving your cancellation notice.

5.2 Cancellation Due to Breach or Incorrect Information



We may cancel this Agreement if you breach any of its terms or if we discover that information you provided before entering into the Agreement was false, inaccurate or incomplete.

If we cancel the Agreement, we will provide you with written notice.

You will be responsible for paying our reasonable costs incurred in fulfilling our obligations under the Agreement up to the date of cancellation, including the costs associated with any Improvement(s) already installed.

5.3 Cancellation by Us Before Installation

We may cancel this Agreement for any other reason at any time before installation of the Improvement(s) begins.

If we cancel, we will provide you with written notice.

Where this occurs, each party will remain responsible for any costs it has incurred in fulfilling its responsibilities under this Agreement up to the date of cancellation.

5.4 Unsuitable Building Structure

If, after installation work has commenced, we determine that the structure of the building is unsuitable for the Improvement(s) agreed under this Agreement, we may cancel this Agreement.

6. What We Are Not Responsible For

6.1 Exclusions of Liability

We will not be responsible, whether in tort (including negligence), contract, misrepresentation or otherwise, for:

6.1.1 Any costs, losses or expenses you sustain or incur as a result of our performance of this Agreement being prevented or delayed by any breach of this Agreement, negligence or other act or omission on your part.

6.1.2 Any costs, losses or expenses you sustain or incur as a result of any event or circumstance beyond our reasonable control.

6.1.3 Any reasonable loss of use, loss of profit, loss of opportunity, similar losses or loss of anticipated savings.

6.1.4 Any losses that were not reasonably foreseeable at the date this Agreement was entered into.

6.2 Limitation of Liability

Our total liability under or in connection with this Agreement will not exceed the total price stated in the Quotation.

6.3 Scaffolding

Where scaffolding is required to install the Improvement(s), we will not be responsible for any unauthorised use of the scaffolding outside normal working hours when our installers are not present on site.

6.4 Protection of Your Possessions

We will take reasonable care to avoid damaging your possessions during installation. However, you should remove or relocate items such as potted plants, ornaments, furniture or other delicate or valuable items located near the areas where work will be carried out.

7. Other Provisions

7.1 Entire Agreement

This Agreement consists of:

- The Quotation;
- The Acceptance Letter; and
- These Terms and Conditions.

7.2 Priority of These Terms

These Terms and Conditions take priority over and exclude any inconsistent comments, statements or terms contained in or referred to in any previous communication between us, unless expressly agreed otherwise in writing.

7.3 Variations

We may agree to vary this Agreement together, but any variation must be recorded in writing and agreed by both parties.

7.4 Waiver

Any waiver of a right under this Agreement will only be effective if it is made in writing.

7.5 Assignment

We may assign any of our rights under this Agreement without requiring your consent.

You may assign your rights under this Agreement only with our prior written consent.

7.6 Rights of Third Parties

This Agreement is made for the benefit of the parties to it and, where applicable, their permitted assigns.

It is not intended to confer any rights upon, or be enforceable by, any person who is not a party to this Agreement.