

# TERMS AND CONDITIONS OF CONTRACT

Hi Tech Development Services Ltd, 170 Magna Road, Wimborne, BH21 3AP hereinafter called the Company (Company number 13277499)

These conditions together with a signed Contract constitute a complete record of the terms for the supply and/or installation of the Company's products. No variation of these terms or cancellation of the Contract shall be permitted unless the same shall have been agreed in writing by the Company. Any oral representation or promises, conditions or warranties made on behalf of the Company are expressly excluded.

**QUOTATIONS** - The placing of an order following the Company's quotation shall not be binding on the Company unless and until accepted by the Company. An order accepted by the Company may only be cancelled or varied with the Company's consent: the giving of the Company's consent shall not in any way prejudice the Company's right to recover from the Customer full compensation for any loss or expense arising from such cancellation or variation. Additions or alterations to orders, however made, shall not be binding on the Company until they have been confirmed by the Company in writing.

**PRICES** - The prices quoted are inclusive of Value Added Tax unless otherwise specifically stated in the contract. Any variation to prices resulting from taxes or levies shall be for the Customer's account.

**TECHNICAL SURVEY** - All orders for fabricated and/or installed products are accepted subject to a satisfactory final survey by the Company's technical surveyor.

**CANCELLATION** - Customers can cancel work at any time prior to a contract being formed by either party making an offer which is accepted. When a contract has been formed by e.g. a signed agreement, acceptance of a quotation, agreeing a start date, payment of a deposit, verbal go ahead. Then either or both may be payable: a cancellation fee, loss of profit caused by the cancellation. The Company reserves the right to cancel the Contract at any time and the liability of the company to the Customer shall be limited to the refund of all monies paid by the Customer.

**DEPOSIT** - Small Works 35% / Building & Larger Project Work 5%. Refundable in full within 14 days of receipt of notice if >60 days of commencement date. If >30 days of commencement, bespoke material costs and associated administrative costs will be deducted. If <30 days of commencement, the deposit is non-refundable

**DELIVERY DATE** - The Company will endeavour to comply with any requested delivery date but any proposed delivery date shall not be a Term of the Contract.

**DELIVERY** - Where goods are ordered by the Customer for delivery at his request: Any time stated in respect of delivery is given in good faith but is by way of estimation only and is not binding on the Company. Time for delivery, whether expressly stated or not, shall not be deemed to be of the essence of the contract of sale.

The Company will arrange to deliver the goods as near as possible to the delivery address as far as hard road permits. The Customer shall provide at his own expense the labour for unloading and stacking with utmost despatch. Damage caused to the goods due to inadequate site access or careless unloading shall be at the Customer's expense. The Company shall not be liable for any loss or damage whether direct or indirect or consequential or in whatsoever way arising which is or might be occasioned to the Customer arising out of or in any way due to any delay or default in delivery of any goods under the contract however caused.

**DESIGN**: It is the Customer's responsibility to ensure that all necessary approvals have been granted before manufacture commences. The Company will assist in supplying drawings and calculations when requested to do so. It is the Customer's responsibility to satisfy themselves that such drawings, calculations and specifications are correct and that the goods are suitable and fit for the intended purpose.

**INSTALLATION** - All products are sold and supplied for installation and assembly by the Company unless otherwise stated at the point of order. Where an installation service option is shown and selected by the Customer, this service will be undertaken at the stated cost in a diligent and professional manner. To ensure installation can be completed, depending on the selected product: the Customer may be required to; (a) provide a concrete or paved base, being firm, square (diagonals) and level (by spirit level) - no less than the size of their chosen product, (b) ensure 600mm unobstructed access is provided all around the proposed site, (c) no trees, branches or similar encroach upon the proposed site or working space, and (d) provide clear external pedestrian access (not height or turn limited) to allow unimpeded passage of any product sections or components. In addition, Garage Door installations will require clear and unobstructed workspace within the interior of the garage, sufficient to allow the door frame and its sections to be assembled and installed in a safe working manner.

**ACCESS TO PROPERTY** - The Customer shall permit the Company by its servants, workmen or agents to have access to the premises at any reasonable time to enable the work specified to be carried out and completed. The Company reserves the right to enforce payment of the Contract balance due if an appointment for installation has not been agreed within a period of thirty days of a request by the Company for such an appointment.

**MATERIALS** - Unless otherwise agreed the Company shall remove from the Customer's premises any doors or gates materials remaining as a result of replacement by the Company's products. Such materials are no longer the property of the Customer.

**MAKING GOOD** - During installation work, every care will be exercised in removing old material, no making good, or pointing of brickwork, rendering, floor or timber work will be undertaken. Where new timber has been used the quoted price shall include one coat of primer being applied to exterior surfaces. No other painting work will be undertaken by the Company unless specifically included in the Order Confirmation.

**PAYMENT OF BALANCE** - Terms shall apply depending on the nature of the order and will be specified in the Quotation and Order Acknowledgement and Invoice(s). All cheques shall be made payable to **Hi Tech Development Services Ltd**

**PROPERTY** - Property in the goods shall not pass to the Customer until payment has been made in full.

**WARRANTY** - The Company warrants that on delivery, the goods shall: conform in all material respects with the specification; and be free from material defects in design, material and workmanship. Where a warranty is applicable the Company shall guarantee, after full payment of monies due, for the period of years appropriate to the product, at the time of accepting the order, such warranty being to repair or replace without charge any faulty product where such fault is due to defective materials or construction, provided that written notice of any claim hereunder is given within the guarantee period.

**COMPLAINTS PROCEDURE** - The Customer shall give to the Company written notice within ten days of any delivery or installation, or where it has been signed, by the completion of the Company's satisfaction note, of any claim that all or part of the products and /or services are not of the stated or satisfactory quality. Any investigation that the Company shall accordingly undertake shall be entirely without prejudice to the Company's rights under the terms and conditions and shall in no way constitute an admission of liability to modify, remedy or alter any product and/or service under investigation.

**SPECIFICATION** - Under its policy of continued improvement or in the event of non-availability of bought-in parts, the Company reserves the right to alter, change or amend without notice its product specification at any time. Whilst the Company takes every precaution in the preparation of its literature, such documents and website pages are for the Customer's general guidance only. The particulars contained therein shall not constitute representations by the Company and the Company shall not be bound thereby.

**AUTHORISATION** - The Customer shall be responsible for ensuring that the supply and fitment of the Company's products complies with every applicable statute, order in council, regulation or direction of Government, local or other authority, and in particular that it has lawfully obtained every necessary licence, permit or authority required in connection therewith.

**LIMITATION OF LIABILITY** - Nothing in these terms and conditions shall limit or exclude the Company's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (d) defective products under the Consumer Protection Act 1987. Subject to clause (a) the Company shall under no circumstances whatever be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract; and (b) the Company's total liability to the Customer in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall in no circumstances exceed the total value of the order.

**FORCE MAJEURE** - No liability will be accepted for any failure of, or delay in, performance which is due wholly or partially to restriction by Government or other competent authority, strikes, lock-out, failure by suppliers to supply raw materials or to any cause whatsoever outside the Company's control. Any waiver by the Company of its rights hereunder in respect of breach by the Customer shall not affect the rights of the Company in the event of a subsequent breach by the Customer.

**LAW** - These conditions and the contract shall be subject to and consulted in accordance with English Law, and the Customer is deemed to submit to the exclusive jurisdiction of the High Court of Justice of England.

**RIGHT TO CANCEL** - If you wish to cancel your order, you must let us know as soon as possible.