

# Terms and Conditions

Please make sure you read and understand all the terms and conditions.

## Application

These Terms and Conditions will apply to all goods and services that you, the consumer, purchase from **LCE Resin Specialists** (henceforth referenced as “**LCE**”, “us”, “we”). By purchasing any of our services, you are accepting all these terms and conditions. Once our quotation has been accepted (either verbally or in writing) and work has started or materials are ordered for your work, then a contract has been entered into and these binding terms of contract will come into effect.

## Services

All services we offer will be laid out by **LCE** and verbally agreed with you before any work has begun. Any description or images are for illustrative purposes only and there can be small discrepancies between them and the final product.

In the case of any special requirements or needs for services, it is your responsibility to provide all necessary information needed to carry out these services. Additions or extras will be in addition to estimated costs, for example additional materials and labour involved.

Product guarantees are based on manufactures terms and conditions, in the event the product breaks down within the stated time, labour will be charged for dealing with refitting the product, as it's not at the fault of **LCE**.

## Customer Responsibilities

Authorised personnel and employees will need to be allowed access to premises in which our services are required. Please ensure the area to be worked on is clear of any obstructions such as vehicles, debris, plants, garden furniture etc.

All service lines (water, electric, internet etc) should be communicated prior to **LCE** and responsibility lies with the owner or lead contractor.

Due to the nature of wear and tear, maintenance is required in all gardens and as such, aftercare is the responsibility of the owner. No garden is maintenance free. **LCE** can provide information on how to maintain the work done.

Any additional works will be quoted in advance. Offering extra work to the employees on site outside what is stated on your quotation and without contacting the lead contact for the job, is deemed a breach in the contract. Any drainage is the responsibility of the property owner to maintain.

Failure to comply with the above will entitle us to suspend all services until you remedy it. Failure to remedy these can result in cancellation of services with written notice.

### **Basis of Sale**

We reserve the right to refuse an order after it has been made for any reason.

Either verbal or written confirmation will be made when an order has been accepted.

Any quotation is valid for 14 days after the date of issue. However, extensions can be made if you contact us directly.

Once an order has been accepted by both parties, no variations or changes can be made by either party to the contract without prior contact.

All materials are owned by **LCE** until the work has been completed in full and payment has been made.

### **Fees and Payments**

The fee for services, including any labour and delivery charges, will be laid out to you in the initial quotation.

Fees and charges include VAT at the standard rate at the time of the order. Full payment of services must be made within 7 days of completion of services provided.

All deposits are non-refundable, by submitting a deposit you agree to this.

Terms and conditions of payment are to be 10% deposit, followed by 40% when materials have been delivered and 50% on completion of works 7 days after. Failure to pay on time, negates guarantees.

We quote labour on estimated timescale to the day an honour that (unless additional work agreed) so please be conscious that any additional/call backs can affect our small company.

### **Delivery of Services**

We will strive to deliver all goods and services specified in the original order within the agreed timeframe. You will be notified if there are any amendments to this timeframe. Timescales are weather dependent as resin cannot be laid in wet weather conditions.

If services are not delivered in the specified timeframe, and acceptable notifications have not been made, you reserve the right to request a partial or full refund of anything paid above the reduced amount.

## **Risk and Title**

Risk of damage or loss of goods and services will be passed to you on completion of the order.

You do not own the goods until we have received full payment for the goods and services provided. Until payment has been made, we reserve the right to reclaim or remove any goods or services provided.

## **Duration, termination, and suspension**

This contract is valid for the time it takes for us to completely deliver all goods and services ordered.

Either you or we reserve the right to terminate this contract through written or verbal communication if;

- A serious breach or series of breaches of contract is made by either party, and this breach cannot be fixed within a specified timeframe.
- Either parties are subject to bankruptcy or liquidation.

In the event of failure by either party due to circumstances out of their reasonable control then the offending party need to notify the other as soon as possible, and reasonable alterations can be made.

## **Governing Law and Jurisdiction**

The contract is governed by the law of England, Wales and Scotland

Any disputes can be submitted to jurisdiction of the courts of England, Wales and Scotland

We try to avoid disputes is possible. Please contact us directly for any complaints or problems and we'll be happy to assist you.

## **Withdrawal and Cancellation**

You can cancel or withdraw your order before payment has been made without incurring any liability for any reason by giving us written or verbal confirmation.

Deposits are non-refundable once paid. If you cancel after the deposit has been made but before services have been provided, you will not receive your deposit back.

You cancel the contract except for any goods or services made specifically to your requirements for any reason within 14 days by giving us written notice. No liability to you will be incurred for this given no services have already been provided and proper written notice is given.

If services have already been partly provided, then you are liable for the cost of these services if they cannot be returned or reimbursed to us.

You are deemed to have accepted these Terms and Conditions once the deposit for our services has been paid to **LCE Resin Specialists**.

If any clarification of the quotation or these terms and conditions is required, please be sure to contact **LCE Resin Specialists** on **07397 121821**. Once our quotation has been accepted (either verbally or in writing) and work has started or materials are ordered for your work, then a contract has been entered into and these binding terms of contract will come into effect.

