



Specialising in Block Paving, Tarmac & Resin Bound

Terms and Conditions

1. **Marshall's Driveways & Sons Limited of Rectory Fields, Church Lane, Rudford, GL2 8DT** ("we", "us", "our") will carry out the works specified in the quotation (the "Work" or "Works") for you at the Premises in accordance with the terms set out in this agreement.

We will:

(a) Use good quality materials;

(b) Supply materials in accordance with the descriptions set out in the Specification of Works. Please note, however, that slight variations in colour, shade, texture and consistency may occur and we do not accept responsibility for such variations which may be caused, for example, in the manufacture, storage or usage of concrete products. Natural aggregates, paving stones, natural stone and stone may contain small amounts of metals which can produce rust staining when exposed to air and water. The presence of metals in natural aggregates, paving stones, natural stone and stone cannot be identified before use and neither we or our suppliers accept responsibility for any rust staining. Nor can we accept responsibility for the temporary phenomenon of efflorescence which can be seen in all products with high cement or resin content. Finally, as some of our products involve the laying or installation of natural products by hand, on rare occasions, small marks can be made during the installation process and we cannot accept responsibility for such marks;

(c) Use every possible care to minimise the disturbance caused by our employees, contractors, vehicles, plant, and equipment when preparing the premises for the work, when carrying out the work, and when vacating the premises after completion of the work. You accept, however, that there will be some disturbance to the premises, the areas surrounding the premises, and the access routes to the premises;

(d) Carry out the Work in accordance with your reasonable instructions, as long as these are consistent with the terms of this agreement and, in particular, the Specification of Works;

(e) Continually improve our products, materials, and methods and may vary the specification from time to time to reflect such improvements or to meet any changes in legal, safety or regulatory standards or requirements provided that such variations do not significantly affect the performance or appearance of the work specified;

(f) Provide a Total Price as set out on the front of this agreement or in accordance with Clause 5 of this agreement.

3. You will:

(a) Pay the deposit to us, the balance is payable to us on completion of the work. We schedule the work following receipt of the deposit by us.

(b) If a payment is late, pay daily interest on any sum owed by you to us at the rate of 3% above the base rate for the Bank of England from time to time. In addition, we may also charge you our reasonable administration costs (such as a solicitor or debt collection agency fees) as compensation for breaking the terms of this agreement;

(c) Pay us any applicable VAT, charged at the rate applicable on the date of our invoice;

(d) Obtain any permission that is necessary for the work, for example, from a landlord, lessor, neighbour, local authority, or any other governmental department or agency;

(e) Provide us with access to the premises as reasonably required to carry out the work or where required any correction or repair of the work;

(f) Take responsibility for the aftercare of the work carried out at the premises once installation is complete, including curing times for material used; and

(g) Whilst we will attempt to carry out a sand sweep at the premises for block paving work at the premises, if we are unable to do so for any reason it is your responsibility to carry out a sand sweep of the premises. We will notify you if this is the case and where applicable we will provide you with instructions;

(h) Permit us to display a sign, notice or advertisement which can be seen from outside the Premises giving our name and contact details;

(i) Permit us to take photographs or moving images of the work for use in our portfolio of work carried out, for marketing purposes and/ or promotional purposes provided that such images obscure all personal information and/or car registration numbers.

4. The cost of the work is set out in this agreement and is based on the presumption that excavation will be normal sub-soil and that no hidden obstacles will be encountered during any part of the work. We reserve the right to make additional charges that are reasonable for any additional work resulting from unforeseen circumstances including, but not limited to, rock, running sand, unstable ground, insufficient foundation or other weaknesses resulting in the collapse of, or damage to, party walls and other similar structures, excess water, any pipes or conduits (not previously advised to us) used for the carrying of water, gas, electricity, communication, telephone, internet, drainage or other similar services. We will advise you of the nature of the obstacle requiring additional work, if these are discovered, as well as the likely charge in respect of such additional work. If additional charges are more than 40% of the sum agreed between us for the Works, you will have the right to cancel this agreement provided that you pay us for: (a) Works performed up to that point; (b) reinstatement of any Works; and, (c) any third-party costs for which we are liable. If you ask us to carry out additional work beyond the scope of this agreement, for example (and without limitation), additional square meterage, steps, walls or other additional works we will agree a price with you for that additional work. You accept that it will not always be possible to change the agreement to reflect this additional work and confirm to us that if we carry out the additional work you will pay us the additional amount agreed between us on the terms and conditions set out in this agreement.

5. The Total Cost of goods and services payable by you. Where price cannot be reasonably calculated in advance and is not set out in the total cost of goods and services the price will be calculated by reference to the cost of material per square metre. Where measurements provided by you, or on your behalf are inaccurate, we reserve the right to charge the full price for the correct measurements. You accept that measurements for work that includes walls are taken from the footing of the wall and not from the bottom of the wall.

6. We will reasonably endeavour to commence work on the Estimated Installation Date specified in this agreement or otherwise notified to, or agreed with, you. Time shall not be of the essence. We will not be responsible for any delays in the commencement of work or for any failure to carry out the Work caused by circumstances beyond our control as set out in the clause.
7. We will contact you to let you know the day on which we intend to start the Work. Where possible, we will delay the start of work on your reasonable request but provided that such delay is for no longer than 14 days and any request to delay work will be subject to our availability to reschedule at the time of your request.
8. We will reasonably endeavour to carry out the work within the timescales specified in this agreement but any such timescales shall be estimates only. If the deposit is not paid, we reserve the right not to schedule the start of the work until that deposit is paid. Circumstances beyond our control include, without limitation, strikes or other industrial disputes, adverse weather conditions, inclement, failure of utilities or transport networks, acts of God, civil commotion, accidents, breakdown of plant or machinery, additional requests by you, unreasonable site conditions, or default of, or late delivery by, suppliers or sub-contractors.
9. We will not be liable for any failure to carry out the work or losses arising from this failure if the delay or non-performance is caused by a breach of your obligations. Title to any goods supplied as part of these terms and conditions will not pass until we have received full payment in cleared funds for the goods. We have the right to remove those goods if we are not paid, and we have your permission to enter without force those parts of the premises that are accessible to remove our goods.
10. We will not be liable for any damage to work or materials where that damage results from (a) algae (b) the use of chemicals, bleaches or contaminants by you (c) damage, neglect, negligence, misuse, alteration or staining; (d) movement, expansion or contraction of subsoil; (e) deterioration caused by temperature, weather, water, water content, tree roots or other natural occurrence; (f) repair or rectification of any alleged defect by anyone not authorised by or affiliated with us; (g) a failure to follow our instructions for the care of the work and materials; (h) any use that is not reasonable or consistent with the purpose of the work; (i) wear and tear; (j) a failure to follow manufacturers recommendations for the care of the Works and materials; (k) any use that is not reasonable or consistent with the materials selected for the Specification of Work because of a failure to notify us of unusual usage for the work or the use of the premises for commercial purposes or heavy loads; (l) weed and moss growth that can occur between paving blocks as, for example, airborne seeds settle into the sand and we are not responsible for such growth. Furthermore, we cannot be held responsible for damage caused to any existing utility services, pipes, and cables that have not been installed correctly and to the compliant building regulation depths.

11. NOTICE OF THE RIGHT TO CANCEL

- a) You have the right to cancel this agreement within 14 days of the date set out on the quotation, as this is the date on which you received a copy of this agreement. You can cancel the agreement by sending a clear written notice of cancellation addressed to Marshalls Driveways & Sons Limited of Rectory Fields, Church Lane, Rudford, GL2 8DT, or by e-mail at info@marshallsdriveways.co.uk
- b) If you exercise your right to cancel this agreement within the 14-day cooling-off period, we will reimburse you for all payments received.
- c) If you requested for work to begin during the 14-day cancellation period, but decided to

cancel the agreement within the 14-day cooling off period, you will pay us an amount which is in proportion to the work carried out up until the date on which you communicated to us your cancellation of this agreement. We will be entitled to set off this amount against any deposit or other payments made by you to us.

- d) Please note that we contractually commit to the supply of materials and subcontractors soon after we enter this agreement. If you cancel after the 14-day cancellation period but the installation date is more than 14 days from the date of receipt of your notice, then you will need to pay to us our reasonable costs, losses, and expenses less any deposit paid. If the installation date is 14 days or less from the date of receipt of your notice then we will charge you 100% of the Total Cost set out on the front page of this agreement or, if the price is not set out on the front page of this agreement, the price calculated in accordance with Clause 5 above (but if a supplier agrees to waive an entitlement to full payment, we will at our discretion reduce the amount that you need to pay to us).

12. We have the right to cancel this agreement if, in the opinion of our surveyor, the work cannot be satisfactorily carried out. We will arrange for any relevant surveys to be carried out without delay and notify you of the results as soon as possible after we receive the report. We may also cancel this agreement on giving notice to you at least 7 days before the works are due to start. If the work has to be cancelled for such reasons, we will refund you the deposit paid by you. No interest will be payable on any refunds.

13. If we fail to comply with any provisions of this agreement:

(a) We will only be responsible for any losses suffered by you which were a foreseeable consequence of our failure to comply with the relevant provisions of this agreement;

(b) We will not be responsible for any:

1. loss of income;
2. loss of anticipated savings; any waste of time; or any increase in loss or damage resulting from a breach by you of any of the provisions of this agreement.

(c) We are not, in this Paragraph 13, limiting in any way our liability for:

1. death or injury caused by our negligence or the negligence of any contractor or sub-contractor;
2. fraud or fraudulent misrepresentation; any breach of any obligations implied by relevant statutes and law.

14. If any court or competent authority decides that any of the provisions in this agreement are invalid, unlawful, or unenforceable to any extent, that provision will to that extent only, be severed from the remaining terms which will continue to be valid to the fullest extent permitted by law.

15. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

16. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty that is not set out in this agreement. Each party agrees that it shall have no claim that a statement in this agreement is a misrepresentation or misstatement.

17. If we fail, at any time whilst this agreement is in force, to insist that you perform any of your obligations under this agreement, or if we do not exercise any of our rights or remedies under this agreement, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of the provisions of this agreement shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
18. A person who is not a party to this agreement will not have any rights under or in connection with this agreement under the Contracts (Rights of Third Parties) Act 1999.
19. This agreement will be governed by English law and we both agree to the exclusive jurisdiction of the English courts.

GUARANTEE

Provided that you comply with your obligations as set out in clauses 3(a), 3(c), 3(f), and 3(g) and the conditions of this guarantee we warrant that if there is a material defect in materials or Works supplied by us under the terms of our agreement we will repair or replace, in our absolute discretion, materially defective materials supplied and installed by us where such defect does not result from the circumstances set out in clause 10 or other provision of this agreement:

(a) for a period of 5 years, where those materials are Resin Bound Surfacing, Block Paving, or Tarmac.

(b) for a period of 12 months, where those materials are artificial grass, fence panels, walls, fencing, concrete, pointing, masonry, bricks, or similar materials.

You must notify us of any defects that you wish us to consider under this guarantee: (a) in writing; (b) within 7 days of becoming aware of the defect that you wish us to consider under this Guarantee; (c) setting out as many details of the defect as possible including the date on which the defect was noted, photographs of the defect and description of the defect.

We do not guarantee that any repair or replacement of materials to which this Guarantee applies will be the same colour, pattern, and finish to those originally supplied. Where the same colour, pattern, and finish cannot reasonably be obtained we will not replace parts of the work that have not been damaged. We do not take responsibility for variations in colour in any cases where cracks in resin are repaired.

Our Guarantee is limited to the price paid by you for the work. If the price to repair or replace is more than the price that you paid, you will pay the difference to us before we commence any repair or replacement. This Guarantee is only available to you and is not transferable to any third party if you leave or vacate the premises.

This Guarantee does not affect your rights under the law.

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