

Hammerton's Ltd Conditions of Sale

- 1. General.** Except where specifically agreed in writing, any contract between us, Hammerton's Limited and the you the customer for goods and/or services shall be subject to these terms and conditions. The law governing this contract shall be English Law.
- 2. Delivery.** Whilst every effort is made to meet delivery and completion dates, such dates are deemed not to be of the essence of the contract.
- 3. Price.** Prices quoted for furniture and services are firm for three months from the quotation date. Prices of appliances and other bought in items are firm for seven days. Except in 3a and 3b below, payment of the full deposit renders the price firm. Value Added Tax will be charged at the rate current at date of tax point. Where goods are ordered or manufactured specifically for your contract we reserve the right to require written confirmation before proceeding.
3a Estimates. Where a "PC Sum" or the term "say...£xxx" or 'Estimate' is used the figures shown are for guidance only and the actual charge will vary according to the materials used and time taken at current daywork rates.
3b. Granite tops. Where the contract is only for the supply and installation of stone worktops and the like, and estimates are based on information supplied by you, we will normally re-price after templating.
- 4. Alterations and cancellation.** Where a contract is subject to alteration or cancellation by you, we reserve the right to charge for any costs incurred. Most goods are ordered or manufactured specially and cannot be cancelled without penalty.
- 5. Risk and Property.** All goods and materials shall be at the your sole risk from the time of delivery to the address specified in the contract. We will, however, rectify any damage caused by us during installation at no cost to you. The title in all goods shall remain with us until full payment has been made. We accept no liability for problems caused by unsuitable site conditions.
- 6. Payment.** Payment is in full on practical completion of the contract. Where goods are to be ordered or manufactured specifically for your contract a non-refundable deposit will be required. Practical completion is taken to be the point at which the contracted job is available to the end user who then has general use of the facilities. There may be some small outstanding items or remedial works still to be finished for which a maximum of 5% of the contract price may be retained until such items are finally complete at which point all outstanding monies are due. Interest will be charged at 2.5% per month on all invoices due more than 30 days. If a 'payment due on delivery' is specified in the contract this payment is still due even if t you postpone the delivery for any reason. We reserve the right to charge for storage beyond the agreed delivery date.
- 7. Illustrations and samples.** Photographs, samples and other illustrations or advertising matter supplied by us represent generally the goods specified but shall not be taken as exactly representing the goods in any individual contract. Customers are to check all goods prior to installation to ensure that the supplied goods are correct. **Granite and Marble are natural materials so colour, shading, surface texture and veining will vary from piece to piece. This is a feature and cannot be considered as grounds for complaint.**
- 8. Guarantees.** Our workmanship and all materials used are guaranteed against defects for one year from the date of the final invoice. The guarantee can only be claimed against once all monies are paid. All bought in products supplied are also covered by the guarantee offered by the manufacturer. Guarantees do not cover normal wear and tear. *Wood worktops:* The wood we use is dried to a moisture level suiting normal domestic homes and sealed with oil but some dimensional changes and minor splitting are normal with varying ambient conditions. This is not considered a fault.
- 9. Gas, Water and Electricity.** Unless otherwise stated we assume that the existing gas, water and electricity installations are adequate and safe. Should this prove otherwise, we reserve the right to carry out the essential work required to provide safe adequate supplies including the bringing of electrical circuits and earthing to the required standard. Where such additional work is necessitated it will be charged extra as per clause 11. Estimates and quotations do not include charges that may be made by Electricity, Water and Gas supply companies and by Local Authorities.
- 10. Extra Work.** Estimates are given in good faith and represent our best interpretations of your wishes. You are advised to check specifications and estimates prior to agreeing the contract. Any work or goods required but not included in estimates will be charged extra at current daywork rates. Where the amount in each case is likely to be over £1000.00 the extra cost will be agreed prior to commencement of such work. If, due to circumstances beyond our control, we are unable to complete the contract in a contiguous period of time or without hindrance, we reserve the right to charge for any extra costs incurred.
- 11. Supply by others.** Where we are not the supplier of services or goods to be installed we cannot be held responsible for: Incorrect design or specification, late or non-delivery of goods, damage not caused by us, defective goods, manufacturer's guarantee work. Neither will we accept any responsibility for work done by anyone not under contract to us. We reserve the right to charge for extra work incurred by these or like instances.
- 12. Project management.** Management of our own staff and subcontractors for the duration of the contract is included in the contract price. Where others are involved in the project who are not under contract to us, we will endeavour to liaise with them and provide information necessary to them. We will not, however, act as overall project manager unless specifically instructed by you. There is normally a separate fee for this service.
- 13. Contingencies.** Estimates do not include allowances for hidden or unknown contingencies on site such as: removal and disposal of dangerous substances, repair of defects and deterioration of the customers premises and fittings. Any remedial work required will be charged extra as per clause 10
- 14. Promotional material.** If you allow us to photograph the work we have done we reserve the right to use the photographs for publicity purposes such as in a brochure, magazine, advertisement, in a portfolio or on the Internet. We will not however, divulge any personal details.