

COLOURSTONE (CHRISTCHURCH) LTD
TERMS AND CONDITIONS

The Company agrees to provide and/or execute the works set out in the quotation at the price and in the manner of payment specified in these conditions.

The Company shall be entitled to payment as follows :

- a/ Deposit on booking, unless prior arrangements made.
- b/ Interim payments during the course of construction period based on the Companies valuation of the work executed and the materials delivered to site.
- c/ The outstanding balance shall be payable at the time of completion of the works.

In the event of the purchaser failing to make payment as required by these conditions, the Company shall be entitled to cancel any discount given and the full amount shall become due.

The price specified in the quotation is based on the cost of wages and materials, plant hire and taxes prevailing at the time of quotation and is valid for one month from the date shown on the quotation.

Any planning permission or building permits where required shall be obtained by and charges relating thereto be paid by the purchaser directly to the relevant authority.

In carrying out preparation work on site, implementing the contract and clearing the site on completion, every possible care will be exercised by the Company to minimise the disturbance caused by vehicles, plant and all the equipment using access routes to reach the working area immediately around the contract site which is required for working space and the company will clear the working area on completion. During this period the purchaser will be required to take care to protect the site and its equipment or other materials stored there. Beyond such reasonable care being taken, the Company does not take responsibility for the cost of reinstatement. Any damage must be notified to the company in writing within seven days of the occurrence.

The company shall not be liable for any delays for any reason whatsoever beyond the reasonable control of the Company including without prejudice to the generosity of the foregoing, inclement weather or unreasonable site conditions, proceedings taken or threatened by other disputes with third parties, delay by other contractors or workmen or tradesmen engaged or nominated by the purchaser not referred to in the quotation, authorised extra or additional items being added to the contract, any local combination of workmen, strike or lockout, difficulty in obtaining suitable materials, then the Company shall be liable to the purchaser for the delay in completion of the work and a fair and reasonable extension of time for such completion, at least of the period of delay, shall be allowed by the purchaser.

The quotation is based on the assumption that excavation will be normal sub soils and that no hidden obstacles will be encountered during any part of the work. If rock or running sand, unstable ground, excess water or any other unforeseen circumstances and/or any service such as water, gas, electricity, telephone or drainage etc. not previously advised to the company to exist is metwith, the Company reserves the right to charge for additional work involved. The cost of the work by the Company or others entailed in dealing with the same shall be additional to the figure quoted.

The purchaser is responsible for providing complete free access to the working areas of the site for materials, machinery and the provision of all necessary services and additional costs incurred through the purchaser not providing such shall be careable to and payable to the purchaser.

In the event of the cancellation of an order by the purchaser being accepted by the Company, the Company reserves the right to recover such cost as has been incurred, however incurred.

Where part of the work is being carried out by the purchaser our price submitted is based out in workmanlike manner and strictly to the agreed time schedule with regard to proper preparations so our work is not jeopardised in any way. This particularly applies to excavation work. Additional costs involved in our work, due to bad workmanship or hindrance on the part of the purchasers workmen will constitute an extra charge to the purchaser.

Where extra work is requested by the purchaser, either in writing or verbally, this order will be confirmed by the Company to the purchaser unless within seven days the order is rescinded the same shall be treated as confirmed. Where possible quotations will be submitted for additional works and variations as the contract proceeds.

The Company shall not be held responsible for minor departures from the contract specification or drawings made necessary by the site conditions or unforeseen circumstances.

All materials and equipment in site which inform an integral part of the contract shall remain the property and shall be in the exclusive possession of the Company until payment of the contract has been made.

The Contract is accepted subject to a satisfactory site survey being carried out by the Company.

Any variation to the contract by the purchaser must be in writing.

Subject to the provision of the 'Unfair Contract Term Act 1977' (or any statutory modification thereof) the Company shall not be liable for any damage, loss or personal injury whatsoever arising consequential upon or incidental to the use of the works referred to in the quotation either during the period of construction or at any time thereafter.

The nature of the materials and processes used make it unavoidable that apparent variation in colour or texture of the surfacing material may occur. Whilst every possible care will be exercised, the Company cannot guarantee colour and texture matching to closer tolerances than those inherent in the materials and processes used.

Movement, expansion or contraction of subsoil or base due to change in temperature, water or tree roots are actively outside the control of the Company and no guarantee is given whatsoever against the damage caused by these or related factors