

TERMS AND CONDITIONS FOR INSTALLATION OF LAPA, GAZEBO, TIKI BAR, UMBRELLA, SHELTER KIT, THATCHED TILE, HARDWOOD POLE

- 1.0 In these terms and conditions the following words shall have the following meanings:
"the Company" shall mean The Lapa Company UK Limited.
"the Goods" shall mean products, articles, services or components offered for sale by the company.
"the Customer" shall mean the person, firm or corporate entity seeking to purchase goods from the Company.
- 2.0 All the terms of the agreement between the Customer and the Company are contained in this document. By giving or placing an order for Goods with the Company the Customer agrees to all these terms and conditions.
- 2.1 It is agreed that no variation of any condition shall be binding on either party unless the variation has been accepted in writing by both parties.
- 3.0 Once the order confirmation overleaf has been signed by the Customer and/or a the deposit as detailed on the order confirmation has been paid to the Company, a legally binding contract will be created in respect of the order details given overleaf and the Customer agrees not to cancel the contract.
- 3.1 If the Customer chooses to cancel the contract or refuses to accept installation of the Goods, or otherwise breaks these terms, the Company may, at its sole discretion choose to treat the contract at an end.
- 3.2 Whether or not the Company decides that the contract is at an end, the Customer agrees to pay the company such sum as is necessary to cover the Companies losses incurred as a result of the cancellation of the contract.
- 3.3 The deposit paid may be used by the Company to discharge this liability subject to the Companies right to claim further sums.
- 3.4 The balance of any payments are to be made prior to the completion of any works or delivery of the goods.
- 3.5 The Company will deliver or install the Goods on or before the delivery date detailed in the order confirmation. If subsequent to the Customer signing the order confirmation the Company is required to alter the delivery date it be will be able to do so without penalty.
- 4.0 Once a binding contract has been made the Company reserves the right to carry out a site survey to check measurements and check the feasibility of the installation. If the installation cannot be carried out due to an adverse survey then the Company has the right to cancel this contract with no further liability on either party. Any deposit will be refunded less £200 plus vat towards the cost of the survey. If during the course of a survey it is clear additional Goods are required then the Company will provide a revised quotation. If the Customer does not wish to accept this quotation then they may cancel the contract. Any deposit paid will be refunded less £200 plus Vat.
- 4.1 Any discounts detailed on the order confirmation will only be applicable if the payment terms detailed above are complied with. If these payment terms are not complied with then the Company reserves the right to charge the undiscounted price.
- 4.2 If the Customer fails to make payment in accordance with the above terms the Company shall be entitled to charge interest at the rate of 5% above the NatWest Bank PLC base rate on the outstanding amount until it is paid. Furthermore the Company may suspend any work until such payment with interest has been made.
- 4.3 All Goods supplied shall remain the property of the Company until paid for in full by the Customer. Once any Goods have been delivered to site the Customer will be responsible for the Goods and any loss or damage to the Goods, save for any loss or damage caused by the company.
- 5.0 The installation will be carried out to the specification and design of the Company and in a manner considered suitable by the Company. The Company reserves the right to install Goods incorporating any necessary improvements or in a modified manner. Promotional literature, illustrations, samples and displays are for demonstration and guidance only. These items do not form part of this agreement.
- 5.1 In the event of any minor defect or minor damage the Customer agrees not to withhold from the purchase price an amount that is greater than reasonably related to the minor damage or defect. If the Customer withholds more than a reasonable sum then any right to a discount shall be lost and the full purchase price paid. In addition the Company reserves the right to charge interest on any outstanding balance.
- 5.2 The colours of timber and thatch materials may vary from installation to installation.
- 5.3 Where timber is supplied as part of the Goods the Company will not accept responsibility for any cracking, timber shrinkage, warping or movement.
- 6.0 A quotation given by the Company is an invitation to treat and not an offer. The company may amend or withdraw any quotation at any time prior to written acceptance by the Customer.
- 6.1 All quotations are valid for a period of 28 days from the quotation date.

- 6.2 Any clerical or typographical errors in the specification of any goods may be corrected by the Company without penalty.
- 6.3 Where the specification and prices of any Goods are based on information supplied by the Customer any additional costs incurred due to the inaccuracy of the information supplied shall be charged to the customer. Furthermore the Company reserves the right to amend its quotation and to charge for any extra work required if alterations or modifications to the site or specification take place after a quotation has been provided.
- 6.4 It is assumed that the contract between the Customer and the Company and all quotations are made on the basis that a 13amp power supply is available.
- 6.5 Save as otherwise agreed in writing the price does not include the cost of scaffolding. The Customer agrees to pay the cost of scaffolding to current Health and Safety requirements, its erection, dismantling and transport if scaffolding is required for the proper and safe installation of the items ordered.
- 6.6 Save as otherwise agreed in writing the price does not include any electrical works.
- 6.7 The Customer will give the Company's representatives free access to the premises at reasonable times during the Companies working week for the purpose of carrying out the supply of the Goods.
- 7.0 Complaints must be notified to the Company in writing within 5 days of the completed supply of the goods.
- 7.1 Where the Companies representatives are required to return to complete any remedial work the Customer will arrange for access to be given within 7 days of a request by The Company.
- 8.0 It is the responsibility of the Customer to ensure that any Goods supplied by the Company comply with and local bye-laws or regulations concerning planning permission or building construction regulations. The Company will accept no liability for Goods installed that subsequently require planning permission.
- 9.0 The Customer accepts and acknowledges that there are risks of damage when building works are effected on a property.
- 10.0 Goods supplied by the Customer which the Company has been asked to install or handle remain the responsibility of the Customer at all times and the Company shall in no case be liable to the Customer for any consequential loss or damage of any kind, howsoever any of the same shall be caused, other then in respect of which liability cannot lawfully be excluded. No guarantee is given or implied as to the performance of Goods supplied by the Customer.
- 11.0 Upon completion of the installation and provided the Customer has complied with their obligations under this agreement, the Company will if appropriate issue a guarantee in respect of the Goods supplied by the Company. The guarantee is in addition to all rights provided to the Customer by law which are not affected by the guarantee. The form of guarantee is available on request.
- 12.0 The Company shall not be liable for any failures or delay in delivery of the Goods as a result of any contingency beyond its control.
- 12.1 The Company shall not be liable for any loss of profit, loss of business, loss of goodwill, loss of savings, increased costs, claims by third parties, punitive damages, indirect costs or consequential loss whatsoever or howsoever caused (even if caused by the Companies negligence or breach of contract and even if the Company was advised that such a loss would probably result) suffered by the Customer or any third party in relation to this contract (except for death or personal injury directly attributable to the negligence of the Company or in the case of fraudulent misrepresentation) and the Customer shall hold the company fully and effectively indemnified against such losses arising from breach of a duty in contract or tort or in any way including losses arising from the Companies negligence.
- 12.2 Except for death or personal injury directly attributable to the negligence of the Company or in the case of fraudulent misrepresentation in no circumstances whatsoever shall the Companies liability (in contract, tort or otherwise) to the Customer arising under, out or in conjunction with this contract or the Goods supplied hereunder exceed the invoice price of the goods concerned.
- 13.0 The contract between the Company and Customer shall be governed by English Law.