

## **OUR TERMS**

### **1. Definitions**

1.1 When the following words are used in these Terms, this is what they will mean:

**Events Outside Our Control:** is defined in clause 11.2;

**Goods:** the goods that We are selling to you as set out in the Order;

**Order:** your order for the Goods;

**Product:** the product we create for you as a result of the Services, as set out in the Order;

**Services:** the Services that We are providing to you as set out in the Order;

**Terms:** the terms and conditions set out in this document; and

**We/Our/Us:** RESIN MASTER LTD

1.2 When We use the words “writing” or “written” in these Terms, this will include email unless We say otherwise.

### **2. Our contract with you**

2.1 These are the terms and conditions on which We supply Goods, and/or Services, to you.

2.2 Please ensure that you read these Terms carefully and check that the details on the Order are complete and accurate, before you sign the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.3 If We are unable to supply you with the Goods and/or Services, We will inform you of this in writing and We will not process the Order.

2.4 These Terms will become binding once the order form has been signed.

2.5 Any images of the Goods that We have shown to you are for illustrative purposes only and your Goods (including colour) may vary slightly from those images.

### **3. Changes to order or terms**

3.1 You may make a change to the Order for Goods and/or Services at any time before We order the products or the start date for the Services by contacting Us. Where this means a change in the total price of the Goods and/or Services, We will notify you of the amended price in writing.

3.2 If you wish to cancel an order before it has been fulfilled, please see your right to do so in clause 12. In the case of products ordered, unfortunately, because they are ordered to your specific requirements, you will not be able to cancel a contract once it is ordered outside of the 14 day period.

3.3 This will not affect your legal rights as a consumer in relation to made-to measure Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen’s Advice Bureau or Trading Standards office.

#### **4. Delivery of goods**

4.1 Please note that timescales for delivery will vary depending on the availability of the Goods and the weather conditions.

4.2 We will contact you with an estimated installation date. Occasionally Our installation to you may be affected by an Event Outside Our Control.

4.3 You own the Goods once We have received payment in full. You are not at liberty to part with possession of the Goods or deal in any way with title to the Goods until We have received payment in full.

#### **5. If the goods are faulty**

As a consumer, you have legal rights in relation to Goods that are faulty or not as described. We are under a legal duty to supply Goods that are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

#### **6. SELLER'S GUARANTEE OF GOODS**

6.1 We offer a guarantee for a period of up to 3 years for full installation:

a) where Resin Master Ltd have laid the entire substrate and the resin bound surface, the installation will be covered for 36 months from the completion of the installation

b) We offer a guarantee for a period of up to 1 year for an overlaid installation:

c) where Resin Master Ltd have overlaid on an existing substrate with the resin bound surface, the installation will be covered for 12 months from the completion of the installation.

d) The overlaid installation will not be covered for the following; cracking, sinking, detachment and any other ground movement

e) concrete products have a guarantee for 12 months from installation.

This guarantee does not apply in the circumstances described in clause 6.2 and it is subject to the provisions of clause 6.3 and 6.4.

6.2 This guarantee does not apply to any defect in the Goods arising from:

(a) fair wear and tear;

(b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party or excessive weight loading;

(c) if you fail to use the Goods in accordance with the user instructions;

(d) any alteration or repair by you or by a third party;

(e) any specification provided by you;

(f) any forceful Impact

(g) damage caused by vehicles continually dry steering in one location (turning the steering wheel without the vehicle moving)

(h) damage caused by any loose stones that have been consistently driven on to the resin bound surface by vehicles (example; caught in tyres)

(i) Staining of aggregate caused by the presence of naturally occurring minerals, including iron particles which could cause rust spots

(j) reflective cracking attributable to ground movement (where the ground under the resin/base has moved)

(k) any weed/vegetation growth on the surface of the resin

(l) failure to observe any precautions/actions We advise you within our maintenance guides.

(m) damage caused by natural disaster including, but not limited to, fire, floods, lighting, hurricane, or other acts of God

(n) shadowing visible from low level lighting (ie car headlights)

6.3 This guarantee is in addition to, and does not affect, your legal rights in relation to the Goods that are faulty or not as described. We are under a legal duty to supply Goods that are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

6.4 You acknowledge and accept that if We undertake work requiring replacement of some but not all stones or surface to any path, driveway or like area supplied by Us as part of the Order. We cannot guarantee an exact colour match as colouring on such replacements may vary due to the natural properties in the stone or paving.

6.5 You acknowledge and accept that any materials used in the make up of our Product are, by their nature, porous and may be susceptible to weed growth from time to time. It is your responsibility to remove and prevent such weed growth in, on or around the Product at any time.

## **7. Providing services**

7.1 We will supply the Services to you with reasonable care and skill.

7.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control.

7.3 You shall at your cost and expense before the estimated time stated for delivery of the Goods and/or start date for the Services:-

(i) obtain all relevant consents and approvals required by the regulations and byelaws of any local or other authority.

(ii) obtain any relevant planning permission from the local or other authority.

(iii) secure access to the working area of the site for our materials, machinery or personnel as may be required by Us.

(iv) secure such electrical, water and other utility services to the site as may be required by Us.

(v) advise Us of any matters relating to safety by notice in writing.

7.4 You shall inform us as to the conditions of and all circumstances affecting the site (including without limitation cables and drainage pipes, tree roots, unstable ground and excess water)

which could not reasonably have been ascertained by Us from an inspection of the site. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked.

7.5 You shall indemnify Us from and against any liability that arises from your breach of non compliance of your obligations under clause 7.3 and 7.4.

7.6 Whilst the Services are being carried out you shall take all reasonable steps to protect the site and any equipment We leave on site and furthermore take such precautions to prevent any interference or damage in respect thereof. In the event of breach of this clause you shall be responsible for all costs relating to the rectification, repair or reinstatement arising from such breach.

7.7 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency.

7.8 You do not have to pay for the Services while they are suspended but this does not affect your obligation to pay for any invoices We have already sent you.

7.9 If you do not pay Us for the Services when you are supposed to as set out in clause 9, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts. This does not affect Our right to charge you interest under clause 9.6.

7.10 Where applicable the Products resulting from the Services may require a curing period after laying. The length of this period will be governed by the weather and type of Product, as well as the volume and weight of any traffic to which the Product may be subject. It is for you to take all necessary precautions to protect and preserve the integrity of the Products (including all measures necessary to protect from animals or rodents or otherwise from people interfering or travelling over the site). Should you fail to observe these precautions you shall be responsible for the cost of any resulting damage repair or replacement of the Products.

7.11 Where other work may be carried out on the site by you or your other contractors at the same time as the Services are provided by Us, you will ensure that We are afforded all reasonable opportunities for carrying out Our work so as not to cause any delay to those Services. We may make an additional charge of a reasonable sum to cover any extra work that is made necessary as a consequence of work carried out on the site by you or your other contractors.

## **8. If there is a problem with the services**

8.1 In the unlikely event that there is any defect with the Services or Product:

(a) please contact Us and tell Us as soon as reasonably possible;

(b) please give Us a reasonable opportunity to repair or fix any defect; and

(c) We will use every effort to repair or fix the defect as soon as reasonably practicable. Subject to the terms in section 6, You will not have to pay for Us to repair or fix a defect in the Services or with the Product.

8.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

**9.** The price of the Goods and/or the Services together with any VAT will be set out in your Order.

9.2 If the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay.

9.3 On Our acceptance of the Order We will ask you to make a deposit of 20% of the price of the Goods and Services.

9.4 Unless the Order states otherwise, We shall ask for a payment on delivery of the Goods or at the start of the Services and a final payment on completion of the Services or otherwise raise interim payments or progress payments during the course of the Services based upon Our evaluation of the Services executed and the cost of Goods brought in for those Services.

9.5 Any outstanding balance will become payable on completion of the Goods and/or Services.

9.6 If you do not make any payment due to Us by the due date for payment, then without prejudice to any other right or remedy that may be available to us, We may charge interest to you on the overdue amount at the rate of 10% a year above the base lending rate of Barclays Bank Plc from time to time, plus an administration fee of £100. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

## **10. Our liability to you**

10.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by you and Us at the time we entered into this contract.

10.2 If We are installing the Goods and/or a Product resulting from the provision of Services, We will make good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.

10.3 With our retail contracts we only supply the Goods and/or Services for domestic and private use. You agree not to use the Goods and/or Services or Product for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.4 We do not exclude or limit in any way Our liability for:

(a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

(e) defective products under the Consumer Protection Act 1987.

## **11. Events Outside Our Control**

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

11.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lockouts or other industrial action by third parties, civil commotion, riot, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

11.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

(a) We will contact you as soon as reasonably possible to notify you; and

(b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

## **12. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

12.1 You have the following rights to cancel your order of combined Goods and Services within the 14 days of signing the contract.

(a) You must inform Us in writing if You wish to cancel

(b) You may use the cancellation form provided

(c) both methods (clause (12.1a) and (12.1b) need to be returned by post before the 14 day period has expired

(d) if You cancel an Order under clause 12.1 and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts and any delivery charges if cancellation is within 14 days;

(e) however, if you cancel an Order for Services under clause 12.1 and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you/invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us;

(f) unfortunately, if you cancel an Order for Goods under clause 12.1 and We have already ordered your Goods for you, We will not be able to cancel your Order.

12.2 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

(a) We break this contract in any material way and We do not correct or fix the situation within a reasonable time of you asking Us to in writing;

(b) We go into liquidation or a receiver or an administrator is appointed over Our assets;

(c) We are affected by an Event Outside Our Control.

### **13. Our rights to cancel and applicable refund**

13.1 We may have to cancel an Order before the start date for the Services or before the Goods are installed, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. If this happens:

(a) We will promptly contact you to let you know;

(b) if you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you;

(c) where We have already started work on your Order and We cancel, you will not be required to make any further payments.

13.2 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

(a) you do not pay Us when you are supposed to. This does not affect Our right to charge you interest; or

(b) you break the contract in any other material way and you do not correct or fix the situation within a reasonable time of Us asking you to in writing.

### **14. Information about us and how to contact us**

14.1 We are a company registered in England and Wales. Our company registration number is 07923848 and Our registered office is at Sapphire House, Cristal Business Centre, Knightsdale Road, Ipswich, Suffolk, IP1 4JJ. Our registered VAT number is 133348429.

14.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01394 460665 or by emailing Us at [enquiries@resinmasterco.uk](mailto:enquiries@resinmasterco.uk).

14.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract for services which We have started to provide), you can send this to Us by email, by hand, or by post. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by email, by hand, or by post to the address you provide to Us in the Order.

### **15. How we may use your personal information**

15.1 We will use the personal information you provide to Us to:

- (a) provide the Goods and/or Services;
- (b) process your payment for such Goods and/or Services; and
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

15.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do

15.3 We will not give your personal data to any other third party.

See our privacy policy online for further details about the use of your personal information

## **16. Other important terms**

16.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

16.2 This guarantee is not transferable to any purchaser of your property.

16.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

16.5 Any variation of the contract shall be in writing and signed by or on behalf of each party.

16.6 These Terms are governed by English law. You and We both agree to