

# Terms and Conditions of Sale

## 1. Introduction

In the Terms and Conditions "Company" means Keep it Kool Shade Sails Limited and "Customer" means the person or Company that purchase the goods.

"Goods" means the goods and services specified in the Company's documentation.

All prices quoted are subject to confirmation at time of order and are exclusive of VAT, which will be chargeable in accordance with legislation current at the time of supply.

Payment of accounts must be effected on completion of installation. Title of all Goods supplied by the Company will remain with the Company until full payment has been received. Risk in goods supplied passes to the Customer on installation.

The Company warrants to the Customer only that any Goods supplied by it, function in accordance with any specification provided only if the Goods have been used strictly in accordance with the Company's instructions.

## 2. Specification:

Specification as the standard specification for the relevant product as advised at the time of ordering.

## 3. Exclusions

- Excavation into anything other than normal soil, i.e. rock, unstable sand
- Engineering certification

## 4. Soil Conditions

The Company has assumed that the soil conditions are suitable for our standard column and footing designs. Should this not be the case an additional fee may be charged for any alteration to the specification i.e. to cover the costs associated with larger footings and/or columns.

## 5. Engineering Certification

An engineer shall design the structure however should independent certification be required an additional fee shall be charged.

## 6. Public Liability Insurance

The Company has a £10,000,000 policy and can provide you with a certificate upon request.

## 7. Site Security, Toilet & Washing Facilities, 240v Power/ Water /Other Requirements.

No allowance has been made for these items, as work is not lengthy, the Company ask the Customer to provide these facilities as required. Whilst work is carried out the Company ask that the area is made out of bounds to all staff, parents and children, if use of these areas is required security fencing will have to be installed at an extra cost.

## 8. Hidden Services

All due care will be taken to locate underground services prior to excavation work commencing, However no responsibility can be accepted if any unknown or incorrectly sited services are damaged. The Company will ask you to provide where possible drawings and plans of any service you have for electric, gas, water, telephone, fibre optics, security, sewers etc.

## 9. Existing Pavements/ Surfaces/ Landscaping

- (a) Trafficable damage: All due care will be taken to avoid damage to such features however no responsibility will be accepted for damage that could occur during installation. This includes subsidence, pavement cracking and/or buckling due to machinery, discolouration, surface scrapes etc.
- (b) Finished levels: Where a surface is broken for excavation the Company will make good in the same material i.e. rubber safety surface, asphalt, concrete, grass etc. Asphalt and rubber safety surface however will not be able to be finished when the poles are installed as the concrete needs time to harden, this will be laid when we install the shade panel approximately 3-4 weeks later. The Company can finish with concrete to the top on the same day if required in the case of shade sails.
- (c) Concrete/Asphalt cutting: Where this is necessary, a portable demolition saw or larger mechanical saw shall be used depending upon the site requirements, depth to cut, access etc.
- (d) The Company uses Playtop rubber safety repair kits, it cannot guarantee a direct colour match, and would advise you to choose a totally different colour. The Company cut a 70cm circle in the surface as standard, any other shape or design is by agreement and additional charges will apply.

## 10. Site Access

The Company requires adequate access for a Bobcat/JCB size mini digger. The Company will need to be able to have a skip or skips of the required size on site and as close as possible to the work and will also need to be able to park one or possibly 2 lorries. The Company require site access from 7am till 6pm minimum, in the event of an emergency the Company may need to be on site out side of these hours.

## 11. Fabric Fitting (shade sail installations only)

The shade sail is not installed at the same time as the posts. The sail will be installed 3-4 weeks after the posts, this gives time for the concrete to fully dry.

## 12. Posts (shade sails only)

All posts come with galvanised finish as standard; powder coating is available at an extra cost of £200 per post.

Due to the weight of the posts, some surface scratches are unavoidable whilst loading and unloading. These will fade down over the course of a few months and become less noticeable.

## 13. Installation delay or cancellation

If the Company arrive to install the posts on the agreed date and cannot carry out any work through no fault of its own the Company reserves the right to charge a minimum fee of £1000.00 or 20% of the invoices value whichever is the highest.

The Company shall not be responsible for any failure to perform its obligations hereunder due to circumstances beyond its control.

## 14. Day of installation

Our sales rep has taken photos and a basic location drawing, on the day of installation it is important that the contact knows the exact location you require the structure to be in so there is no confusion. In our experience this is more crucial when the contact on the day of installation is not the same person who agreed the location with the sales rep.