



Terms and conditions of contract and guarantee

1. In addition to its statutory obligations, Resinwize Ltd known as the company warrants a 10-year period on completion of the contract, the company will make good free of charge any defects which are due to faulty workmanship or materials, provided the facility is treated with reasonable care and any maintenance instructions have been adhered to. Written notice of any claim against this warranty must be received within 14 days of the expiry of the warranty period.
2. If you wish to cancel the contract you must do so in writing within the 14-day period of the contract being signed, and must be delivered personally, or send (which you may do by electronic mail). After the 14-day period the customer will not be entitled to their deposit being refunded.
3. The prices specified in the quotation are based and priced per job not by how many days, and the covering cost of wages and materials, plant hire and taxes prevailing at the rate of quotation, and is valid for 3 months from the date shown in the quotation except where pc sums are shown. Adjustments are to be made to the quotation on completion of the work.
4. The company agrees to provide the equipment and/or execute the works set out on this quotation at the price in the manner of payments specified in the quotation and/or in these conditions. The contract shall not be made until the purchaser has agreed to the quotation, payment schedule and terms and conditions by making a deposit payment.
5. The company shall be entitled to payment as required: -(a) 25% deposit 14 days before start of any installations. (b) 50% on completion of preparation works, note: no further works will be carried out until this payment is received. (c) The remaining balance shall be payable on the day of completed works and will be taken via your method of deposit payment if required by the company.
6. In the event of purchaser failing to make payment as required by these conditions, the company shall be entitled to charge interest on a daily basis until payment has been received at the rate of 3% above the Bank of England minimum lending rate prevailing during the period of such default.
7. Any Planning permission building terms permits where required shall be obtained by the purchaser and charges related thereto be paid directly to the relevant authority.
8. In carrying out preparatory 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 equipment using the access route to reach working area and the area immediately around the site.
9. The company shall not be liable for any delays for any reasons whatsoever beyond the reasonable control of the company including, without prejudice to the foregoing inclement weather or unreasonable site conditions, or third-party suppliers, or proceeding taken or threatened by other disputes with third parties. Delay by other contractor's workmen or tradesmen engaged or nominated by the purchaser not referred to in the contract shall be charged as £1,700.00 per each day the company is held up. Authorised extra or additional items being added to the contract, any local combinations of the workman, strike or lock-out, difficulty in obtaining suitable materials, then the company shall not be liable to the purchaser for the delay in the completion of the work and the purchaser, at least of the period of delay, shall allow a fair and reasonable extension of such completion.
10. In the event of any dispute arising during, or subsequent to, completion of work, the purchaser shall not be entitled to withhold any payment whatsoever, the company will be rectifying or replacing the work, which is subject to the said dispute.
11. The quotation is based on the assumption that excavation will be in normal sub-soil, and that no hidden obstacles will be encountered during any part of the works, If rock or running sand, unstable ground, excess water or any other unforeseen circumstances and/or any services such as water, gas, electricity, telephone, drainage etc not previously advised, the company reserves the right to charge for the additional works involved. The cost of any work by the company or others, entailing in the dealing with the same shall be additional to the figure quoted.
12. The quotation assumes that, and is subject to the ground conditions being suitable for the carrying out of and such work. Any additional cost incurred by local body requirements, engineer's requirements, or which the company reasonable determines is necessary to properly prepare the ground, shall constitute an extra charge and be paid by the purchaser upon the completion of the work.
13. The company reserve the right upon excavation if to be found a suitable sub-base below the surface, not to renew and use the existing sub-layers without any reduction in costs to the final quotation price.
14. We endeavour to provide a seamless finish to the surface, this is not always possible in such circumstances a joining or expansion strip may be required.



15. The guarantee does not cover such damage as tree roots and deformation of any underlying structural layers or sink-age. Whilst resin bound surfacing is porous, it is only as porous as the natural soils will allow and in some circumstances, will puddle for a short period of 1-7 hours until it is allowed to disperse into the sub-soils.
16. Hair line fractures may occur in infrequent cases this will not affect overall performance of the surface and cannot be regarded as a defect. Any severe cracking forming within the surface will be mass filled by the company.
17. The nature of the materials and processes used to make it unavoidable that apparent variation in texture and colour of the resin stone surface 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. Once the surface is laid over a period of time it will lose its shine and give you a matt natural stone look.
18. The purchaser is responsible for providing complete free and easy access to the working area of the site for the materials, machinery and the provision of all necessary electrical, water and any other services, any additional cost incurred through the purchaser not providing such shall be chargeable to, and payable by the purchaser of the sum £900.00 per day, unless such terms have been agreed by the company and purchaser in writing.
19. Natural stone/block products used, makes it unavoidable that apparent variation in size, texture and colour due to it being a natural material. Concrete and stone products require a curing period after laying operations have been completed. The length of this period is usually governed by the weather and type of volume and weight of traffic to be encountered. At the time of handing over completed facility, the company will advise the purchaser on this and other precautions taken. The company cannot be held responsible for any damage that may result from failure of these instructions, and such failure may invalidate the warranty given by the company under this contract.
20. Subject to the provision of the Unfair Contract Act Term 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 works referred to in the quotation either during the period of construction or at any time thereafter.
21. Without prejudice to any remedies that the company might have in the cancellation of an order by the purchaser, the company reserves the right to recover such costs that have been incurred, however incurred.
22. The contract is accepted subject to a satisfactory survey being carried out by the company.
23. Where part of the work is being carried out by the purchaser, our price submitted is based upon this work being carried out in a workman like 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 in our work due to bad workmanship or hindrance on the part of the purchaser's workmen will constitute an extra charge to the purchaser.
24. Where extra work ordered by the purchaser, either in writing or verbally this order will be confirmed by the company to the purchaser in writing, email, or text message unless within seven days the order is rescinded the same be treated as confirmed. Wherever possible quotations will be submitted for additional work and variations as the contract proceeds but otherwise will be charged at a fair price, based on such variations.
25. The company shall not be held responsible for the minor departures from the contract specifications or drawings made necessary by site conditions or unforeseen circumstances.
26. We endeavour to make the new surface as level as possible, we allow the surface to have a tolerance of 20mm per meter, under artificial light due to the coloured shiny surface there can be unavoidable apparent variation in level, texture and colour, the company cannot guarantee level, colour and texture matching to closer tolerances than those inherent in the materials and processes used to install the surface, after all it is an outdoor surface and is laid with the lay of the surrounding land. Whilst every possible care will be exercised.
27. This contract shall be subject to the jurisdiction of the English Courts and constructed according to English Law. Any dispute arising under it shall be referred to by an arbitrator appointed by the parties, and where in default of the agreement, by the president for the time being R.I.B.A whose decision shall be final binding. Such reference shall be a submission to Arbitration Act 1950 or any statutory modification or re-enactment thereof.
28. Any variation in these conditions must be agreed by the contractor and purchaser before commencement of the work and to be valid, and shall be signed by all parties concerned.