

## Terms & Conditions

### **HBC Designs & Installations Limited (“The Company”) T/A Saffron Shutters & Awnings (“The Company”)**

1. These terms and Conditions apply to the purchase of the goods and installations by you the “Customer”. We are HBC Designs & Installations Ltd T/A Saffron Shutters & Awnings, whose is registered in England and Wales under number 9300549.
2. The prices quoted are inclusive of VAT, unless otherwise stated, based on today’s ruling costs. They will remain valid for 30 days, thereafter are subject to variation in relation to increased costs.
3. If the client delays installation, The Company reserves the right to collect a further 40% of the final balance will need to be paid by the original installation date. The final 10% is then payable on the day of the revised installation date only.
4. Overdue accounts will accrue interest at the rate of 5% per month or part thereof at The Company’s discretion.
5. No responsibility is accepted for client’s own measurements or diagrams.
6. Where local planning permission may be necessary, it is the client’s own responsibility to obtain it. Should planning be refused and the goods have been ordered and made then the full invoice amount will be charged. We can store the goods, but a fee may be charged for this whilst any appeals are carried out storage costs start from £50.00 per month. A holding fee of £500 may be required to hold the price and the fee is non-refundable. This is whilst planning is being submitted/processed with an agreeable date set for both parties, subject to no external price increases.
7. Our estimate excludes any cutting away, making good or redecoration of the surrounding area/s unless priced in advance.
8. All our electronic installations are surface mounted. Power points are to be supplied by the client. We test and set limits to tubular motor supplied and installed by us. Any channelling of wiring is to be carried out by the client’s own electrician at their own expense. We do not employ qualified electricians and therefore we are unable to undertake any electrical work, which requires a Part P qualification. We can connect to your external power supply either a (plug socket or fused spur) and set limits via a test lead. If no power supply is in place or ready at time of installation, we will give the option to the client to leave the cable uncut for the electrician to make the final connection.
9. Unless otherwise agreed in writing, our work will be fitted during normal working hours from Monday to Friday, proceeding without interruption. Any out of hours work or weekend work may incur additional costs and at The Company’s discretion.
10. We do not accept responsibility for the correct working of our products unless they are fixed by our own skilled installers. If a product is only supplied to the client and not The Company, it will be to the manufacturer’s discretion.
11. We cannot be held responsible for repairs or replacement parts that are old, damaged or not fitted by The Company and result in errors that become apparent during our installation. Repair work is estimated by the Company and as seen during our site survey. Should further parts or labour be required then we will charge additional for these.

12. We cannot be held responsible for damage caused to awnings, due to being left out in adverse weather conditions, especially strong winds and rain. They are primarily used for sun protection and care should be taken to avoid any unnecessary damage. Clients are provided with a handover pack at the time of installation, which include care instructions.
13. It is assumed that the surface to which we are requested to fit is sufficient to hold the product from the information provided by the client. We will not be held responsible for damage caused by inadequate fixing surfaces.
14. For health and safety precautions, it is the responsibility of the client to advise the Company of the presence of any hazardous substances, e.g. asbestos, chemicals that cause harm that may be on site.
15. The Company will request by email or phone that the site area is clear of any obstructions, furniture or other items prior to our engineer's arrival. If any items have not been moved, we will endeavour to make these safe, but if damages are made, we will not be held responsible.
16. If the client considers the installation/work completed is not in accordance with the order acceptance form. The client must notify the Company in writing within seven days of installation/work being completed. We would require any such notification to be in writing to the company address or by email to sales@saffronsa.uk. Should no notification be made then the full amount would become due.
17. Skilled labour and any necessary plant equipment are provided for all installations, but where special scaffolding, suspended cradling or hoisting equipment is necessary, this is to be supplied and erected by the client at no cost to the Company. Unless otherwise previously agreed in writing that The Company will supply the necessary equipment and costs will be quoted accordingly. The Company is to have free use of an accessible electric power supply. Should access equipment be made available on installation then it must be provided free of charge and pre-erected for us by the Company for the life of the item being installed by the Company.
18. Insurance – our legal liabilities to our employees and the general public are insured under an Employer's and Public Liability insurance policy. The Company can provide an insurance certificate upon request.
19. Health & Safety – where risk and method statements are required then it is the client's responsibility to provide the Company with contact details and access requirements. If the client wants the Company to carry this out, then we reserve the right to charge an administration fee of £60 + VAT. The Company can provide risk assessments or method statements upon request.
20. Cleaning – do not jet wash fabric. There are different strength jet washers and they can damage seams, fade fabric, damage signwriting and cause crinkling of the fabric. Do not use chemicals on the fabric as this can alter the colour and reduce the life of the fabric and damage the signwriting. All Company guarantees are void if the beforehand methods are used. Or, evidence of this will also invalidate your warranty of damaged part/s.
21. Cancellation – can only be accepted if notification is received by the Company in writing. However, if ordering and manufacturing has commenced, cancellation will only be accepted against payment of costs incurred at the date of receipt of such cancellation.
22. Our name may appear on all our company products.

23. Title to all goods will remain the property of the Company until receipt of full payment is made by the client. We reserve the right to reclaim goods that are not paid for, within the payment terms previously notified. The Company also reserves the right to seek legal action to reclaim the unpaid balance owed to The Company.
24. We reserve the right to use any photographic images that we may take of your installation in any future publicity materials (website, leaflets, etc), unless it is expressly forbidden in writing at the start of the quotation period.
25. Completion elimination of the strangulation risk can only be achieved by keeping cords, chains and tapes and similar out of the reach of children. Use of additional safety devices may reduce the risk of strangulation but cannot be considered fool proof. Persons in charge of children ultimately responsible for following the safety instructions provided by the manufacturer (BS EN 131209:2009).

## Paint Colour

The Company will try their best to match the paint colour as close as visually possible. However, there is a slight margin of variation in the colour due to the nature of the paint, texture of the surface and the lighting of the surrounding areas (internally or externally).

## Payment Terms

Our terms are typically 50% deposit (depending on product being purchased and/or service being carried out), when placing the order and until such deposit is received, the order will not be processed. The remaining balance of 50% is due on the day of installation or as specifically previously agreed in writing. However, the amount of deposit can vary depending on the project size and value.

For all payments we accept BACS, Credit/Debit Cards, Cash and Cheque.

**Shutters-** We require a 50% non-refundable deposit upon ordering to secure your order and then the further 50% on installation/delivery on the day.

**Awning-** If an installation is only required, the fitting charge of either £350 (3.5m or below) or £400 (4m or above) would be emailed over to you via invoice, the fitting fee will be collected on the day of installation via card, cheque or cash, or must be paid within 24 hours after the fitting via bank transfer.

**Glass Balustrades-** We require 30% product deposit upfront to place the order. Then the remaining balance for the product is due prior to delivery. This then leaves the installation fee due, which 50% is due on the first day of installation and the remaining 50% balance is due on the last day of installation.

**Glassrooms -** We require 60% deposit upfront to place the order. Then the remaining balance, which 20% is due on the first day of installation and the remaining 20% balance is due on the last day of installation

## Delivery Times

Delivery – every effort will be made to comply with agreed dates, but we do not accept responsibility for failure caused by events outside of our control (border control, delivery companies & weather conditions). You may be liable for extra charges if we attend site and the required services product or services are not in place for the scheduled works.

The lead time for **Shutters** can be supplied and fitted within 8-10 weeks; this is based on seasonal demand. We cannot be held responsible for any delays or damage in shipping. Unfortunately, due to this we are unable to provide discount or compensation due to this being out of our control.

The lead time for **Awnings** can be supplied and fitted within 4 weeks, subject to stock availability.

The lead time for **Glass Balustrades** and **Glassrooms** can be supplied and fitted within 6-8 weeks, subject to stock availability and production delays.

## Installation

Upon installation of any product/survey completed on site. We require somebody with authority (property owner/ manager) to be present, to confirm the work being suggested/carried out is to your satisfaction. If no such person is available, it would be assumed that the work carried out would be to your satisfaction. At the end of the installation, we will require a signature for the completed works before the engineer can leave site. Therefore, somebody must be on site to complete this paperwork.

Our installations are guaranteed for 12 months after completion, during which time our faulty parts or workmanship will be rectified (subject to inspection by the Company).

## Warranty

Our warranties for each of the products are as follows: -

- **Plantation Shutters** – 5 years.
- **Primrose Awnings** – 2 years.
- **Weinor Awnings** – 5 years.
- **Glass Balustrades** - 2 years on framework excluding glass.
- **Glassrooms** - 10 years on framework & hardware, excluding glass.