

TERMS AND CONDITIONS – GARAGE MAKEOVER UK LTD (V6 Sept 2023)

1. This document is intended to contain all the terms upon which the purchaser agrees to purchase the items / services as described by The Company – (Garage Makeover UK Ltd) that may have been sent as part of a separate written quotation or schedule. Any additional terms, conditions or arrangements should be expressly agreed and written down separately, for the purpose of clarity, and agreed by the purchaser and The Company.
2. The Purchaser shall grant The Company's representatives access to the premises at all reasonable times for the purposes of taking measurements, of carrying out the works forming the subject of the Contract and for any subsequent remedial work as required. In some cases, The Company may need to site skips, ladders, scaffolds or vehicles on the premises in order to complete its contractual obligations. The Purchaser agrees, at no cost to The Company, to provide such electricity gas or water to enable The Company to complete the installation and, if necessary, any remedial works. In the event of access being required to neighbouring land it is the Purchaser's responsibility to ensure that access is granted, and The Company shall not be held liable for any delays arising out of the Purchaser's ability to gain such access.
3. The Purchaser has the right to cancel this Agreement within 14 days (see the notice of cancellation below). NB. If the contract is cancelled by the customer within this 14 day period there will be a £250 + VAT minimum admin fee applicable (subject to clause 4 below).
4. The Company agrees to supply the items / services at the price specified in the Agreement subject to feasibility being confirmed on survey. In the event of any unforeseen modifications to the work specification discovered to be necessary, in advance of commencement, resulting in an increased price, The Company shall send the Purchaser written notice explaining the reason for any modification required to the works or the price increase. If the Purchaser does not accept the proposed modification or price increase, the contract may be cancelled by either party. For example, the reason may be due legal requirements requiring additional building work, new lintels, or the discovery of asbestos related materials within the vicinity which were not identified at the time of original survey viewing of the property.
5. If the Contract is cancelled in accordance with clause 5 of the Agreement any deposit paid shall be returned to the Purchaser in full. However, if such unforeseen modifications are discovered after work commencement, the contract may be cancelled by either party with the company retaining all costs associated with work carried out to the point of cancellation.
6. It is the Purchaser's responsibility to inform The Company if either planning consent is required, or if the premises is either a listed building or within a conservation area and restrictions apply. If required, The Company may offer it's services (at a fee to be agreed) to obtain all the necessary approvals (including Building regulation approval) relating to the work. With all building work, the owner of the property (or land) in question is ultimately responsible for complying with the relevant planning rules and building regulations, and all associated professional fees (regardless of the need for planning permission and/or building regulations approval or not). Should these Approvals:
 - a) Prove to be obtainable only by revision of the words specified in the written contract The Company will be at liberty to quote a revised price to The Purchaser. In the event that this is not accepted by the Purchaser within 7 days of the revised quotation The Company will be at liberty to cancel the Contract by written notice to the Purchaser or;
 - b) Not be forthcoming The Company will likewise be at liberty to cancel the Contract and retain any deposit or part payment made by the purchaser towards the work in question (at The Company's discretion) to offset any related direct or indirect costs that it may have occurred.

If the Purchaser had failed to inform The Company that planning consent was required, the premises was a listed building or within a conservation area The Company shall be entitled to assume without any further enquiry that either they are not or that the Purchaser has obtained any relevant Consent or Approvals to the carrying out of the works and shall be under no liability whatsoever in the event of any enforcement or other action by the Local Authority or any other person or body.

7. If the Contract is cancelled in accordance with clause 7 The Company will refund such money as appropriate having taken into account the work done and services rendered. If the contract is cancelled at any stage and a planning application is underway there will be a minimum £450 + VAT charge made, to the purchaser by The Company, unless an alternative figure has been expressly agreed.
8. If the Purchaser cancels the Contract after any product has been manufactured, The Company reserves the right to charge for its full production price plus any direct or indirect expenses incurred by The Company prior to cancellation.
9. Product samples and photographs are used to demonstrate a finished look and quality, no guarantee is given that items supplied will conform precisely with the samples, unless stated expressly in writing. All supplied fittings and furniture to include cabinets, shelves, doors and windows will be matched as close as possible but cannot be guaranteed to match exactly. Measurements made by The Company's representatives may be approximate and used for the purposes of calculating the price specified in writing. The Company reserves the right to make minor changes to the specification of the units described.
10. The Company accepts no liability in respect of breakages that are due to the fault or neglect of the customer or a third party. The Company will not be liable for any minor imperfections or slight shade variations in products supplied.
11. Unless otherwise agreed, The Company will not undertake the re-siting of any gas, electrical, wiring plumbing telephone or alarm installations. Suitable arrangements should be made by the Purchaser for any such works to be carried out prior to commencement of the works required under this Contract.
12. If the specified works are not completed within the delivery period quoted to the Purchaser, the Purchaser may serve written notice on The Company requiring that the works be completed within a reasonable period, being in any event not less than 14 days, as the Purchaser may specify ("the Completion Notice"). If the work is not completed within that extended period, the Purchaser may cancel the contract by serving written notice of cancellation on The Company.
 - a) The Company shall not be liable for any delay in the completion of the work which arises from causes beyond the reasonable control of The Company. Where a Completion Notice has been served that Notice shall be automatically extended to take into account any such delays that have occurred; and
 - b) The Purchaser shall remain liable to pay for such part of the work as has been completed in cases where the Purchaser cancels the Contract part completed.
13. The Company undertakes to repair or replace free of charge any works supplied or units manufactured by it which prove defective as a result of faulty material or workmanship within a minimum of 3 years from the date of installation, with the exception of non-fixed electrical items which shall carry a 12 month guarantee. The Company's formal written Guarantee will be sent to the Purchaser upon receipt of the balance payable on completion. This Guarantee applies to goods supplied and fitted by The Company as well as those which are not manufactured by The Company, such as windows and doors, which may also carry the Guarantee of the manufacturer. Any repair work carried out or replacement units supplied within the 3-year Guaranteed period under the terms of The Company's Guarantee will also be covered by the Guarantee, but only for the remainder of the Guarantee period. The Company accepts no liability in respect of the following:
 - Damage due to accident, storm, flood, neglect, misuse, faults or premature deterioration which result from the Purchaser's failure to comply with general maintenance
 - The occurrence of condensation and the failure of any unit to reduce or eliminate condensation;
 - Damage resulting from subsidence due to soil shrinkage, underground or mine workings;
 - Minor defects to plaster work and brick work due to settlement;
 - Damage to any unit or the works which are attributable to the failure of foundations or the structure of the building itself, as these have not been constructed by The Company;
 - Discolouration or frost damage to brick work;
 - Damage or deterioration to the product arising out of normal wear and tear;
 - The failure of any existing boiler to cope with any additional radiators that are fitted as part of this contract.
14. If the Purchaser sells the property, The Company will on request transfer the unexpired portion of the guarantee to the new owner, provided that the request has been made prior to sale and installation has not been neglected or misused. The Company may ask to inspect the property prior to agreeing to the transfer. The Company reserves the right to charge the Purchaser a transfer fee.
15. The Company will remove all surplus materials and debris from site after completion. Unless expressly agreed, The Company is not liable to carry out any decorating work, but shall make good any damage caused during installation to plaster floors, driveways, rendering or brick work. Where The Company agrees to decorate, it cannot guarantee an exact match to existing internal finishes.

The Company does not undertake to provide an exact match where it has to make good any flooring, driveway or to remove intact any existing door, garage or any panes of glass or frames from old windows required to be retained by the Purchaser. The Company does not undertake to avoid damage to any existing decorations which is reasonably commensurate with the carrying out of the installation in the usual way. Whilst The Company will endeavour to supply as close a brick match as possible to the existing property, an exact match cannot be always guaranteed. The Company accepts no responsibility for any damage resulting from pre-existing structural or other defects in the property at which the installation is carried out. Any complaint or claim by the Purchaser for compensation for damage done by The Company must be made in writing to The Company.
16. The Contract price is payable in accordance with the stage payments set out in writing or separately agreed, the balance is payable on completion of the installation or on delivery where the Contract is for supply only. Payment shall be made to Garage Makeover UK Ltd or as directed in writing by The Company. If any payment is not made on the due date in accordance with this clause, The Company shall have the right to require payment of interest on the outstanding amount at a rate of 4% above Barclays Bank Plc base rate accruing on a daily basis from the due date until date of actual payment. Furthermore, The Company may cancel The Agreement or refuse to provide any further services under the Agreement until such time as any outstanding stage payment has been paid and shall not be liable for any delays caused as a result.
17. Where a Purchaser is arranging finance for the product The Company reserves the right to defer commencement of manufacture until the Purchaser has produced a copy of a written Offer from the Building Society, Finance House, Bank or other lender.
18. All liabilities and professional and third-party fees relating to the work are to be settled, by the purchaser, directly to the supplier who rendered the service, including those introduced by The Company, unless agreed expressly to the contrary.
19. All certification, to include local authority building control and our general guarantee will be issued on completion of the work undertaken and after all final payments for the work have been received.
20. A 2.0% surcharge will be added on all payments made by credit card. No charge will be made for debit card payments.
21. By instructing The Company to proceed with work the Purchaser confirms that he is the owner of the property at which installation is to take place and that he has complete authority to enter into this agreement. The Purchaser will also be asked to confirm this on survey. The Company is only prepared to contract with the Purchaser on this basis. The Company reserves the right to carry out checks to verify ownership of the property. If The Company discovers that the Purchaser is in breach of this clause, The Company may at its absolute discretion cancel this agreement in which case the Purchaser shall be liable to The Company for all costs incurred to date or continue with the agreement provided that the Purchaser makes such stage payments as are reasonable taking into account the costs that have been or will be incurred by The Company in performing the Contract.
22. The contract price agreed is inclusive of VAT at the prevailing rate as at the date of this contract, unless the contract is noted as being VAT exempt. Any variation in the applicable rate of VAT or, where no VAT is shown in writing as chargeable, any imposition of VAT after the date of the Contract in writing will be passed to the Purchaser.

NOTICE OF CANCELLATION RIGHTS

The Purchaser has the right to cancel this agreement with The Company if he/she wishes and that right can be exercised by sending a written notice of cancellation by email to The Company, within a period of 14 days following the date of agreement with The Company, being the date the Contract was made. In such case The Company will have the right to retain any deposit or part payment made by the purchaser towards the work in question (at The Company's discretion) to offset any related direct or indirect costs that it may have occurred.