

## **D Watt Roadways Ltd – Terms and Conditions**

1. Submission of a quotation in no way obliges us to accept an order. We reserve the right at all times not to accept an order.
2. Prices quoted only apply to weekdays and inside normal working hours variations must be agreed in writing.
3. The customer must provide a safe and adequate access to the point at which work is to be carried out.
4. The customer must allow unhindered access to work area at all times until work is completed.
5. The customer shall give timely notice of when work is to be carried out.
6. The customer should give timely notice of cancellation or postponement of works should a need arise.
7. The customer shall be liable for any costs incurred due to late cancellation or postponement.
8. The customer is responsible for removing deposits of loose material, foreign matter from prepared hardcore and paved surfaces.
9. The customer shall not traffic any work that is incomplete or that has not reached prevailing atmosphere temperature.
10. We do not accept any responsibility for ponding where kerbs are incorrectly set and where gradients are less than specified in 'British Standards Institute Design Guide for Accuracy of finish'.
11. All iron works and openings must be bedded 7 days in advance to allow for curing time.
12. Chambers built less than 7 days prior to our visit may be in danger of collapse. D Watt Roadways Ltd will not be held financially liable for any cost incurred.
13. We reserve the right to stop work if we believe the weather or site conditions dictate that we should do so.
14. We reserve the right to stop work if we feel that our safety could be compromised.
15. We cannot guarantee any work against cracking or subsidence due to variable geological and weather conditions.
16. If a customer has a grievance due to incorrect levels on finished work we must be informed in writing within 7 days of work completion.
17. We reserve the right to change interest on overdue payments at 8% per annum or higher if new legislation comes into effect.
18. We reserve the right to employ a debt recovery company to recover the total amount outstanding on all invoices. Should this service be necessary all the cost of such a service will be added to the outstanding amount in full.
19. The placement of an order with D Watt Roadway Ltd is an acknowledgement that our terms and conditions supersede that of the customer's. The customer's terms and conditions may only be deemed to take precedence over our own terms and conditions when we have signed and returned a copy of a customer's purchase order. By signing and returning a current customer purchase order we are simply agreeing to the customer's terms and conditions on the present contract and it does not imply that we are agreeing to the same terms and conditions on future contracts.
20. It is our policy to help customers in any way we can with designs and specification of work, but it is the ultimate responsibility of the customer to check with the relevant Local Authority before placing an order.
21. We do not guarantee against weed growth through our work unless expressly stated in our quote.
22. The contracts (Right of Third Parties) Act 1999 shall not apply to this agreement.
23. We shall not entertain claims against our company arising from damage to drainage channels howsoever caused where no alternative access is provided by the customer.
24. All materials shall remain the property of D Watt Roadways Ltd until paid for in full.
25. The customer shall advise us of any lawful and reasonable reason for non-payment before the payment due date passes.