

Installation Service Terms and Disclaimer

1 Introduction

1.1 These terms and conditions shall govern the installation and assembly service undertaken by us, Emery Outdoor Living Ltd.

1.2 Products which include/offer assembly and installation services are subject to these terms and conditions and by placing an order of such items you are agreeing to such terms.

1.3 This document does not affect any statutory rights you may have as a consumer ((such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015)).

2 Interpretation

2.1 Throughout these terms and conditions:

a) “We” means Emery Outdoor Living Ltd and

b) “You” means our customer or prospective customer, and “us”, “our” and “your” should be construed accordingly.

c) Variations shall include additions, omissions or substitutions to the originally agreed work, fittings and fixings, etc.

3 Quotations

3.1 All quotations for work will be based on the information provided to us by you. Any variations to the work following the issue of the quotation and prior to commencement of work shall result in a revised quotation being issued for your acceptance.

3.2 For variations after work has commenced, a fixed price to cover the variation shall be agreed between us and you and added to the final invoice.

3.3 In the event that requirements change for reasons such as, but not limited to insufficient information having been provided, defects found in existing installations or extensive works to be carried out etc. you will be liable for any additional expense incurred.

4 Unforeseen Costs

4.1 You shall be liable to meet the cost of any additional work, services or fittings that need to be provided to rectify any event or situation which arises, during the course of

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the works, that are unexpected or are beyond our control. We cannot be held responsible for such events or situations.

4.2 It is your responsibility to ensure that:

a) Any groundworks that are necessary in advance of Assembly & Installation are completed before our Team arrives to carry out the installation.

b) You have accurately measured the site where the Assembly & Installation is to take place and have sufficient safe space in which to assemble the structure or furniture.

4.3 Should our Team arrive on site and be unable to carry out the Assembly & Installation because the terms of either 4.2(a) or 4.2(b) above or 5.5 and 5.6 below, are not to satisfaction then we reserve the right to charge for mileage and/or travel time for any additional journey that may be necessary or to deduct the cost of our mileage and travel time from any refund made on an order that is subsequently cancelled.

5 Liability

5.1 We can only be held liable for the extent of works carried out by us. No liability shall be accepted in respect of defects in existing installations or in respect of parts not manufactured or supplied by us.

5.2 We shall not be held responsible for any loss or damage to property, materials or injuries to individuals caused by the personal actions of you or your other household members or guests before, during or after such works have been carried out.

5.3 All advice provided by us is offered as an opinion only and you accept such opinions at your sole discretion and risk. You employ our services at your sole risk at all times.

5.4 You accept that we will undertake installation work on a best endeavours basis and that we will not be liable for any damage that occurs when anchoring Pergola's to your decking, patio, garden or general property using ground bolts, anchors or other such devices.

5.5 For Pergola Assembly it is your responsibility to ensure that the ground surface is adequately prepared. Although the Pergola can be erected on hard or soft surfaces, ideally your surface needs to be level and it must be possible for the Pergola to be anchored to the ground.

5.6 For Pergola's that are to be erected on slabs or on brick-paved patios, then we **recommend** that you create a concrete footing beneath that surface, where each leg of the Pergola will sit, so that the Pergola can be anchored through the slabs or

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bricks into the concrete. If you are content with the safety of your surface and securing on to this then no further work is required.

5.7 Emery Outdoor Living Ltd cannot be held liable for damage to Pergola that have moved or suffered wind damage because we have been unable to anchor them (with customer consent) appropriately to the ground.

5.8 Should an issue with your installation arise within a 14 day timeframe of your installation date Emery Outdoor Living Ltd will arrange the return of our installation team to fix if required. Beyond this period it will be deemed that the installation is complete with no issues and a call out charge will be applied.

6 Health and Safety

6.1 We will take appropriate and practical measures to ensure that the environment in which the works are being carried out is safe, to avoid risk of injury to us or other parties; you are expected to do the same. Outside of working hours, where works are ongoing, we accept no liability for the actions of you or your other household members or guests which result in damage or injury to persons or property.

6.2 We reserve the right to refuse to undertake work in an environment which is deemed to be unsafe or where the works are considered to be unsafe, illegal (or not in line with the Building Regulations) or where we consider the other parties will be put at risk as a result of the works being undertaken.

6.3 If you notice any situation, property, equipment or materials that you believe to be unsafe you must mention it to us immediately.

6.4 If any form of asbestos or other hazardous material covered by the Control of Substances Hazardous to Health (COSHH) regulations is discovered on site, we will notify you and may cease work until it has been removed and disposed of in compliance with the relevant legislation. The cost of removal and disposal shall be met by you.

7 Duty of Care

7.1 We accept that we have a duty of care to you in respect of materials, workmanship, security, property and belongings and will conduct our business in a manner such that a reasonable level of care is provided.

8 Building Regulations

8.1 We reserve the right to refuse to carry out any work which is in breach of the Building Regulations or which we believe to be in breach of the Building Regulations or the spirit in which they are intended.

9 Services and Waste

9.1 You will provide and pay for all power and water reasonably used by us to undertake the work. You shall also be expected to provide access to sanitary conveniences for us whilst undertaking the work.

9.2 We will take away any unwanted product packaging. Unless otherwise agreed between us and you, any other waste removal and disposal will be organised by you and at your cost.

10 Complaints

10.1 Should you want to submit a complaint about the services and/or work provided by. Please raise with us by email: sales@emeryoutdoorliving.co.uk

10.2 By placing all new and subsequent orders with us you are attesting to your agreement of such points set out in these terms.