

The Best Decking Company

THE BEST DECKING COMPANY – TERMS & CONDITIONS

PAYMENT & SERVICE TERMS:

- 1. The Best Decking Company will endeavour to provide a professional, trustworthy, and friendly service at all times.
- 2. Payment of the deposit certifies the client is satisfied with the estimate/quote and the works to be carried out.
- The Best Decking Company will endeavour to meet all customer expectations but cannot guarantee the outcome is 100% satisfactory to those expectations.
- 4. All our decks are bespoke and hand-built structures requiring a high level of skill and knowledge and we guarantee your deck will be built to the highest of standards according to our <u>own</u> specifications.
- Whilst The Best Decking Company will make every endeavour to complete all the work to the highest standard it cannot guarantee 100% customer satisfaction.
- The customer has no legal right to pursue The Best Decking Company for any financial compensation relating to any work The Best Decking Company has carried out.
- 7. The Best Decking Company accepts no responsibility for any loss of revenue caused by any work it may have carried out.
- 8. Restoration and/or repair work is not guaranteed.
- 9. All restoration and/or repair work is subject to a high degree of uncertainty and therefore the expected outcome is not guaranteed.
- 10. All restoration and/or repair work is subject to some cost fluctuation due to the nature of work involved.
- 11. Composite decking boards expand and contract with changes in temperature between 0° and 30°C. When installing boards, we will endeavour to keep all gaps the same but given the nature of this material we are unable to guarantee all gaps will be identical.
- 12. Installation guidelines provided by the decking supplier are guidelines only and do NOT constitute a contract or agreement. The Best Decking Company do NOT use any installation guidelines provided by any other company, other than our own, including the decking board supplier.
- 13. To keep costs to a minimum and therefore provide the best value price to our customers we do not provide a diagram or drawing of your proposed deck. This is discussed at the quote phase and agreed verbally followed up by a detailed written quote.
- 14. Our written quotation is the only document detailing the agreement between The Best Decking Company and the customer.
- 15. Payment is due as per your initial quote.
- 16. Standard payment terms require a deposit to secure the quote, a further instalment payable on the commencement date and the final payment due upon completion. Except for restoration/repair work where 100% is required upfront, this is non-refundable.
- 17. Once work has commenced payment in full may be required to complete the deck.
- 18. All payments are non-refundable.
- 19. Once full payment is made the client agrees that all work has been completed.
- All costs incurred by The Best Decking Company once the deposit is paid are the responsibility of the customer and must be repaid in all circumstances including cancellation.
- 21. All payments are via EFT or credit card unless otherwise agreed.
- Invoices are payable to BRT Enterprises Ltd with bank sort code 516111 & account number 78186943.

Terms & conditions for The Best Decking Company trading name of BRT Enterprises Ltd

- 23. All Invoices are payable immediately.
- 24. Credit card payment is accepted via our online payment system ONLY and attracts a transaction fee.
- 25. The Best Decking Company accept Visa or Mastercard.
- 26. The Best Decking Company is a trading name of BRT Enterprise Ltd with CRN 15548605.
- 27. Once the 2nd instalment has been paid and the decking project has commenced the customer agrees to pay all outstanding amounts according to their quote in full.
- 28. The Best Decking Company reserve the right to charge interest at 10% per month for late or non-payment of an invoice.
- 29. Any disputes relating to payment of an The Best Decking Company invoice may result in a small claims court action.
- 30. The Best Decking Company reserve the right to cancel a job at no notice and at no cost to The Best Decking Company at any time for and without reason.
- 31. BRT Enterprises Itd is not legally responsible for any costs relating to or caused by works carried out.
- 32. The Best Decking Company will endeavour to ensure the site is kept clean, tidy and a minimum hazard risk at all times but cannot always guarantee its safety.
- 33. The Best Decking Company are not responsible for any accident or injury that may occur on or near the deck during or after it is built.
- 34. The decking site is a potentially dangerous place, any injury or accident occurring on or near the site is not the responsibility of The Best Decking Company.
- 35. The Best Decking Company are not responsible for the removal of any materials, items or packaging unless included in your quote.
- 36. If a skip is required to be placed on or outside the customers property, the skip remains the express property and responsibility of The Best Decking Company and the skip supplier.
- 37. No other items may be placed in the skip without the express permission of The Best Decking Company.
- 38. The Best Decking Company will endeavour to leave the site clean and tidy within what is deemed reasonable.
- 39. The customer must allow access to the decking site between 8am and 6pm, Monday to Saturday if required.
- 40. Payment of any outstanding amount falls due immediately if the customer denies The Best Decking Company access to the site where the deck is being built pursuant to clause 39.
- 41. The Best Decking Company is a trading name for BRT Enterprises Ltd. BRT Enterprises Ltd and The Best Decking Company are interchangeable for the purpose of this document.

GUARANTEE DETAILS & TIME PERIODS:

The Best Decking Company supply and build quality decks to customer requirements and make every effort to ensure there are no issues relating to our decks. However, we are unable to guarantee there will not be any occasional fault/s, therefore we provide the below guarantee to provide our customers with total reassurance.

ALL TIMBER DECKING:

- 42. Each customer is only able to make one warranty claim per deck.
- 43. All timber decks require a certain amount of maintenance to retain their integrity.



The Best Decking Company

- 44. The Best Decking Company recommend an <u>annual</u> service which entails a clean with a pressure washer and a treatment with a good quality decking oil. If it is clear this has not been done this may forfeit any warranty claim.
- 45. The Best Decking Company will determine a deck has been properly maintained following a thorough review.
- 46. If decks supplied for residential purposes are used for any other purpose other than residential this may negate the warranty.
- 47. If material requires replacing and the exact material is no longer available The Best Decking Company will endeavour to supply a similar material.
- 48. Customers will need to produce evidence of payment of invoice, including dates paid, and a copy of the original invoice/s.
- 49. Late payment of an invoice, including each stage payment, may negate the warranty.

ALL COMPOSITE DECKING:

- 50. If you have chosen to use one of our composite deck ranges including Essential, Limited and/or Superior, these boards come with a 10, 15 or 20 year warranty respectively.
- 51. The warranty includes cracking, warping or splitting. It does not include fading or staining.
- 52. The customer agrees to indemnify The Best Decking Company for any other warranty claim other than for that stated in clause 51.
- 53. Any warranty claims relating to composite decking boards will need to be referred to the relevant supplier.
- 54. All uncapped composite decking will deteriorate over time, which will increase if not properly looked after.
- 55. All composite decking must be kept clean to prevent mould and mildew build up. If your deck has not been maintained properly this may negate your warranty. This wil be determined by The Best Decking Company following an inspection.
- 56. The Best Decking Company will NOT follow supplier installation guidelines. We are an independent decking installation firm that use our own expertise and skill to install other suppliers decking boards.
- 57. Composite decking boards expand and contract with changes in temperature between 0° and 30°C. When installing boards we will endeavour to keep all gaps the same but given the nature of this material we are unable to guarantee all gaps will be the same.

ALL DECKING:

- 58. The subframe is guaranteed for 5 years against loss of structural integrity under normal circumstances.
- 59. We offer an extended subframe warranty of 10 years if required, please speak to us if you require this.
- 60. All guarantee periods start on the date quoted on the final payment invoice.
- 61. Any dispute relating to a warranty claim will be expressly resolved by The Best Decking Company and this decision is final.
- 62. We DO NOT guarantee any of our decks, subframe, boards, balustrades & fences against damage from insects, infestations, termites, wood lice, vermin, fire, subsidence, land collapse, flooding, lightning, and any other natural disaster.
- 63. All decks require good ventilation underneath to prevent damp build up which can lead to premature failure of the sub frame and/or the boards themselves.
- 64. All our decks are normally built to allow airflow underneath the deck. If the customer instructs us to build the deck in such a way to prevent this airflow this may negate the warranty.
- 65. Blocking of the airflow may negate the warranty. This will be determined by The Best Decking Company during any warranty claim review.

Terms & conditions for The Best Decking Company trading name of BRT Enterprises Ltd

- 66. Decks are exterior features and are open to the elements 24/7, 365 days a year. Subsequently the materials will expand and contract causing gaps to open and close and boards to move. This is normal and is not a reason for concern.
- 67. The Best Decking Company will make every effort to secure a satisfactory outcome for all warranty claims.
- If your deck develops a fault The Best Decking Company will endeavour to rectify the fault wherever possible notwithstanding these terms and conditions.
- 69. Customers will need to produce evidence of payment of invoice, including dates paid, and a copy of the original invoice/s.
- 70. Late payment of an invoice, including each stage payment, may negate the warranty.
- 71. The Best Decking Company will conduct a thorough review of the deck prior to approving any warranty claim.
- 72. If after conducting a review The Best Decking Company deem the deck to be mistreated, vandalised, subject to malicious damage or any other purposeful action to damage or not take proper care of the deck and all its components, The Best Decking Company reserve the right to forfeit the warranty.
- 73. The Best Decking Company will make every effort to build you the best deck possible and we sincerely hope that, and expect, there to be no issues with your deck.