

# TERMS & CONDITIONS

## OUR SALES AGREEMENT IS A LEGALLY BINDING CONTRACT. PLEASE READ BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PART PLEASE INFORM US.

In these terms, the person(s) named overleaf are referred to as "THE CUSTOMER" and the Kingdom Coatings Group of Companies are referred to as "THE COMPANY" (Kingdom Coatings Ltd, Kingdom Coatings (Scotland) Ltd Kingdom Roof Coatings Ltd and Kingdom Wall Coatings Ltd)

This contract relates to the provision of roof and wall coating and related services, as specified on our agreement. Under our contract the company will carry out only the work specified, unless otherwise agreed in writing by the company. For the avoidance of doubt as part of this work the company are not obliged to and will not replace tiles with their corners missing as this does not affect either the performance of the tile or the performance of the waterproof coating on the roof.

The customer agrees to permit access to the property which is to be the subject of the work specified during normal business working hours, being 9.00am to 6.00pm Monday to Friday (excluding public holidays).

The customer shall also provide at this property all the facilities indicated.

Whilst the company will endeavour to start the work specified on the date shown, the company may delay starting the work due to circumstances beyond their control (for example adverse weather). In such an event the company will start the work as soon as reasonably possible following this date or as otherwise agreed with the customer. Failure to meet any agreed start date due to circumstances beyond the control of the company will not be a valid reason to cancel this contract. The company will complete the work specified within a reasonable period.

If the company's installation manager recommends that the work specified be cancelled, the customer shall not without good cause withhold their agreement to cancellation. The customer will be advised in writing as to why the company has reached this decision.

The customer shall inform the company without unreasonable delay of any deficiencies or problems concerning the services provided by the company.

On receipt of full payment for the work specified, all protective coatings applied by the company are guaranteed for a period of 10 years from their date of installation against cracking, flaking or peeling.

If the customer wishes to claim under the guarantee the customer should notify the company by post or email to Customer Services, at the address provided on this website.

This guarantee does not affect the customer's rights under law. The customer should contact Consumer Direct for more information on these rights.

The guarantee issued by the company will not be binding; should the terms and conditions of this contract not be adhered to by the customer in a material way. Payment for the work specified overleaf shall be in three instalments becoming due (1) Deposit at time of placing order. (2) Immediately upon completion of the cleaning of the roof or wall, and (3) immediately upon completion of the whole of the work, in proportions specified overleaf. As specified above, each instalment must be paid when due as no payment to account of any sums due will be accepted by the company.

Display by the customer of a show home board will entitle the customer to a discount on the price charged for the work specified. If the customer does not properly display the show home board for the period specified, the company reserves the right to cancel the show home discount and bill the customer for this amount. The customer shall pay to the company the amount billed in this respect on receipt of the company's invoice.

Interest will be charged by the company at 3% above Bank of England base rate applying at the time - (which may vary from time to time) on any payments from the customer which are more than seven days late. If the customer wishes to cancel this contract other than in accordance with these terms, the company reserves the right to charge the following amounts, which represent the losses and expenses incurred by the company prior to cancellation:

- (a) 25% of the total amount payable for the work specified overleaf where the customer cancels this contract out with the fourteen day period specified but prior to the company starting the roof or wall cleaning process.
- (b) 60% of the total amount payable for the work specified overleaf where the customer cancels this contract after commencement by the company of the roof or wall cleaning process.
- (c) Where the customer wishes to cancel this contract after commencement by the company of the roof or wall coatings process the company reserves the right to charge the customer for the total costs and expenses incurred by the company in the carrying out of this work for the customer.

THE COMPANY DOES NOT EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY OCCURRING DUE TO ITS NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, OR FOR ANY MATTER LIABILITY FOR WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY NOT BE CONSIDERED LIKELY TO ARISE AT THE DATE OF THIS CONTRACT. ADDITIONALLY THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DUE TO CAUSES BEYOND THE CONTROL OF THE COMPANY, OR FOR ANY DAMAGE TO PROPERTY OTHER THAN WHERE DUE TO THE NEGLIGENCE OF THE COMPANY. THIS EXCLUSION DOES NOT AFFECT THE CUSTOMER'S RIGHTS UNDER LAW. THE CUSTOMER SHOULD CONTACT CONSUMER DIRECT FOR MORE INFORMATION ON THESE RIGHTS

The company will not be bound where there are genuine mistakes made in this contract. In the event that a genuine mistake is made in this contract (for example regarding pricing), the company will notify the customer to correct the mistake. The company will not be bound to provide the work specified until the mistake is corrected. In such an event the customer may also cancel this contract by notifying the company, and will be entitled to a full refund of any pre-payments. If the customer does not notify the company within fourteen days following receipt of the notification - the company will carry out the work specified with the mistake deemed to have been corrected by agreement between the customer and the company.

This contract is separate from any other contract agreed by the customer with the company.

Other than as described in these terms this contract cannot be varied by the company or the customer except when the variation is agreed by both parties and any such agreement must be in writing.

The customer and the company are entitled by notice to each other to transfer their rights and obligations under this contract, other than obligations to make payments. Notification of transfer by the company should be sent by post or email to Customer Services, at the address provided on this website.

In the event that any provision of this contract is deemed to be illegal, unenforceable, or invalid, it shall be deleted from this contract and the remaining terms of the contract shall remain in effect.

A failure of a party to enforce its rights under this contract shall not be deemed to be a waiver of these or of any other rights.

Otherwise the company will only use the personal information the customer provides to provide services to the customer, and the company will not pass the customer's personal information to third parties.

### YOUR ATTENTION IS DRAWN TO THE CANCELLATION NOTICE BELOW

#### Notice of right to cancel

You have the right to cancel this contract within a period of fourteen days from the date you signed your contract with us.

IF YOU WISH TO CANCEL THE CONTRACT YOU MUST DO SO BY NOTICE TO US IN WRITING. YOUR NOTICE MUST BE DATED AND EASILY READABLE.

Your notice of cancellation is deemed to be served as soon as it is delivered by either of the following methods:

By post to our Head Office –  
Unit 1, Block 4, Ward Street, Alloa Industrial Estate, Alloa. FK10 1NA

By e-mail: [cancellation@kingdomcoatings.co.uk](mailto:cancellation@kingdomcoatings.co.uk)

You can if you wish use this form, although it is not a requirement, to use it to notify the company of your cancellation.

This cancellation notice relates to the contract with one of the Kingdom Coatings Group of companies. (Kingdom Coatings Ltd, Kingdom Coatings (Scotland) Ltd Kingdom Roof Coatings Ltd or Kingdom Wall Coatings Ltd)

Contract No: .....

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our (delete as appropriate) contract.

Signed:.....

Date:.....

Name:.....

Address:.....

.....

Postcode: .....

In the case of cancellation of this contract within this fourteen day cancellation period, any deposit paid to the company will be refunded using the same method as payment, where possible.

Please note you may be required to pay for any goods or services already supplied with your written agreement before the end of this fourteen day cancellation period. Any related credit agreement will be automatically cancelled if this contract is cancelled in this fourteen day cancellation period.

