

Xterior Lifestyle® Ltd & Xterior Lifestyle South Ltd

Terms & Conditions

1. Definitions

- 1.1. **Supplier:** Xterior Lifestyle® Ltd (Company Number 13306296) and Xterior Lifestyle South Ltd (Company Number [Insert Number]), collectively referred to as “the Supplier”, with registered offices at Unit 2, Guinness Road, Trafford Park, Manchester, United Kingdom, and [insert address for Xterior Lifestyle South Ltd].
- 1.2. **Client:** The individual or business engaging the Supplier for bespoke work.
- 1.3. **Contract:** The agreement, including these Terms and Conditions, between the Supplier and the Client.

2. The Quotation

- 2.1. The Client will receive a written quotation from the Supplier, outlining the services, products, and costs.
- 2.2. The Client agrees to the quotation by signing and returning it.
- 2.3. Once accepted, the Client is bound by these Terms and Conditions.
- 2.4. The Supplier will be responsible for all taxes and import duties related to products supplied, and these will not be passed on to the Client.

3. Services and Delivery

- 3.1. The Supplier will complete the work as per the agreed schedule; however, delays can occur. Delivery times are estimates and not guarantees.
- 3.2. Delays caused by the Supplier will be addressed through reasonable efforts to minimise them. However, delays caused by the Client (e.g., late payments or failure to provide timely access) will not affect the contract timeline.
- 3.3. The Client will not hold the Supplier responsible for any losses or damages due to delays beyond the Supplier’s control.

4. Payments

- 4.1. A 40% deposit is required when the Client confirms the contract and agrees on a start date.
- 4.2. A further 40% payment is due after the technical survey is complete.
- 4.3. The remaining 20% must be paid immediately upon completion.
- 4.4. Failure to pay within the agreed terms will result in immediate suspension of work, and any outstanding balance will incur interest at 4% above the base rate.
- 4.5. Any additional costs for changes or additional work not included in the original quotation must be settled immediately upon agreement.
- 4.6. **Late Payment:** If the Client delays any payment, the Supplier may stop work until the payment is received. The Client will be responsible for any costs caused by the delay.
- 4.7. **Manufacturing Delays:** If the Client delays payment after the survey, this could cause a delay in the manufacturing process. The Client understands that manufacturing could take up to 12 months in the worst-case scenario.

5. Client’s Responsibilities

- 5.1. The Client must ensure the site is prepared and accessible for the Supplier to carry out the work.
- 5.2. The Client must remove personal items and ensure the area is clear before the Supplier starts.
- 5.3. The Client must attend any meetings with the Supplier to discuss work progress. If the Client fails to attend, the Supplier will assume work is satisfactory, and payment is due.
- 5.4. The Client must raise any concerns in writing within 48 hours of work completion; otherwise, work will be deemed accepted.
- 5.5. The Client will not make alterations to the work once agreed, and any such changes will incur additional charges.

6. Supplier's Responsibilities

- 6.1. The Supplier will carry out the work with reasonable skill and care.
- 6.2. The Supplier will make all reasonable efforts to match the agreed colour, design, and materials, but cannot guarantee an exact match.
- 6.3. The Supplier will dispose of any waste materials responsibly.
- 6.4. The Supplier will maintain valid public liability insurance throughout the contract.

7. Property and Risk

- 7.1. The Supplier retains ownership of all materials until full payment is received.
- 7.2. The Client is responsible for the goods once they are delivered to the site.
- 7.3. Any damage to goods or products must be reported within 24 hours of delivery. Failure to do so will result in the Supplier having no responsibility for the damages.

8. Guarantees and Warranties

- 8.1. The Supplier guarantees its workmanship for 10 years, covering defects due to workmanship or materials.
- 8.2. The Supplier's guarantee does not cover damage caused by misuse, lack of maintenance, or neglect.
- 8.3. Manufacturer's warranties on products are separate from this guarantee and are subject to the manufacturer's terms.
- 8.4. If the Client fails to maintain the product as instructed, any guarantee may be voided.

9. Cancellations and Refunds

- 9.1. No cancellations will be accepted once the contract is signed and production has commenced, as the product is bespoke to the Client's requirements.
- 9.2. No refunds will be issued under any circumstances once production has started, as the goods are custom-made.
- 9.3. The Client acknowledges that upon placing the order, they are committing to the full amount for the product and services.

10. Termination

10.1. The Supplier may terminate the agreement immediately if the Client breaches the contract, including failure to pay.

10.2. The Supplier may also terminate if the Client becomes insolvent, ceases business, or if access to the site is denied.

10.3. Upon termination, the Client must immediately pay for all work completed and any materials used up to the point of termination.

11. Dispute Resolution

11.1. Any disputes between the Client and Supplier will be resolved through mediation or arbitration.

11.2. If mediation fails, the dispute will be resolved by litigation in the English courts, where English law will apply.

12. Force Majeure

12.1. Neither party will be held liable for failure to perform their obligations due to events outside their control (e.g., acts of God, strikes, pandemics, etc.).

13. Indemnity

13.1. The Client will indemnify the Supplier against any claims, damages, or losses arising from the Client's breach of this contract.

14. Consumer Rights

14.1. These Terms do not affect the Client's statutory rights under Consumer Protection legislation.

14.2. The Client has a right to cancel the contract within 14 days before production begins, as long as the work has not yet been custom-manufactured or begun.

14.3. The Client has the right to request a service plan, which will be available at an additional cost depending on the size of the product installed.

15. Service Plan

15.1. The Supplier offers an optional service plan for maintenance and support. The cost of this plan will depend on the size and complexity of the product installed and will be agreed upon at the time of installation.

16. Additional Upgrades

16.1. The Client may request upgrades to the products or services during or after the installation. These upgrades will be subject to a separate agreement and will incur additional charges, which must be agreed and paid for before the upgrade is processed.

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