

## CONDITIONS OF CONTRACT

1. In the following conditions Wm. Donnelly & Co. Ltd. is referred to as the Company and the person signing the contract is referred to as the Customer.
  2. The date given for the new installation under their contract is not an essential element of their contract. Any estimate of the date of installation is for guidance only and is not a material condition of their contract. Whilst every effort is made to install on time, the Customer will not be entitled to cancel their contract by reason of any delay by the Company in carrying out the installation. The Company is not liable for any loss or damage caused by delay in installation due to any cause whatsoever.
  3. All the terms of the contract between the Company and Customer are contained in their written contract and no oral arrangement between the Customer (or a party providing access in terms of condition 8, or any agents or representatives of the Customer) and any agent or representative of the Company shall be in any way be binding upon the Company. The Customer must agree any alteration or addition to their contract, which the Customer wishes to make, in writing.
  4. It is the Customer's responsibility to inform the Company whether the Customer's property is either a listed building or within a conservation area as defined by statute whereupon the Company will use its best endeavours to obtain all the necessary consents warrants and/or approvals relating to the installation. Should these consent warrants and or approvals
    - A) Prove to be obtainable only by the revision of the works specified in the Schedule overleaf the Company will quote a revised price is not accepted by the Customer within 7 days of the quotation thereof the Company will be at liberty to cancel the contract by written notice to the Customer: or
    - B) Not be forthcoming the Company will likewise be at liberty to cancel the contract.
  - C) Provided that if the Customer does not so inform the Company that the Customer's property is a listed building or within a conservation area as above the Company shall be entitled to assume without any further enquiry that either they are not or that the Customer has obtained all relevant approvals relating to the installation and shall be under no liability whatsoever in the event of any enforcement or other action by the local authority or any other person or body.
  5. The Customer will give access to their property for the purpose of carrying out the survey and the signature by the Customer, their agent or representative or any other party providing such access shall be valid and binding confirmation and acceptance of the whole terms of the contract.
  6. The Customer will give access to their property to the Company, its servants and workmen at all reasonable times so that the Company may carry out the installation in accordance with their contract. The Customer will also give access to their property to the Company to carry out any remedial work timeously and within one week of the remedial work being identified.
  7. The Customer undertakes to remove all blinds, curtains and obstructions, which may affect the installation in accordance with their contract.
  8. Any alterations to floor coverings found necessary as result of the new installation is the sole responsibility of the Customer.
  9. It is expressly agreed that all (re-) decoration work (whether by wallpaper or other covering) and/or (re-) building work is excluded from the contract unless particular items have been specified in the contract.
  10. The balance of the contract price is due upon completion of installation. Payment should be made to the Company's servants or workmen in cash or cheque in favour of Wm. Donnelly & Co. Ltd. The parties agree that when any payment is not made on the due date, the Company shall be entitled to charge interest on the outstanding balance at the rate of three percent per annum above the prevailing base rate from time to time of Bank of Scotland from the date due until paid.
  11. If there is no genuine complaint with regard to the installation the Customer shall sign a satisfaction note on its presentation by the Company and in the event of the Customer unreasonably withholding signature thereof. The company is authorised to sign the satisfaction note as agent of and on behalf of the Customer.
  12. Until the Company has been paid in full for the installation the installation and all materials supplied shall remain the property of the Company although the risk therein passes to the Customer upon execution of the installation. The written guarantee will only be issued when the contract has been paid in full.
  13. If there is a genuine complaint with regard to the installation the Customer is entitled to retain 10% of the total contract price pending investigation and resolution of the complaint. The 10% balance will become due immediately upon resolution of the complaint.
  14. All work carried out by Wm. Donnelly & Co. Ltd. as detailed in the estimate will be guaranteed for a period of one year from the date of completion of their work.
  15. The company shall not be liable either in terms of their contract or the written guarantee for the repair, replacement, renewal, service or overhaul of the whole or any part of any domestic appliance and/or any cables or pipes attaching thereto supplied and, or installed in terms of their Contract. Any such repair renewal service or overhaul shall be the sole responsibility of the manufacturer of the relevant domestic appliance.
- The Company shall not be liable for any loss or damage whatsoever caused by or arising from:
- A) Inherent structural weakness or defect or from any settlement movement or subsidence in the Customer's property: and/or
  - B) The failure of the Company's agent or representative carrying out the survey to notice or bring to the attention of the Customer any structural defects whether patent or latent.
16. The customer fully understands the nature of the work and the contents of their document and they are are happy for Wm. Donnelly & Co. Ltd. and/or the contractor to proceed at my request with the necessary work.
  17. Their contract shall be construed according to the Law of Scotland.
  18. The appropriate Scottish Court shall determine any dispute arising between the Company and the Customer, in connection with the construction or performance of their contract. The parties agree that the Scottish Court will have sole jurisdiction to determine such disputes and they exclude any other Court. In the event that the Customer is located out with Scotland, the parties by entering into their contract agree to prorogate the jurisdiction of Glasgow Sheriff Court.
  19. WM DONNELLY'S CANCELLATION RIGHTS: We reserve the right to cancel the installation if: you fail to make the agreed payment; you have given us false or misleading information; we find something wrong when beginning installation; warrants have not been granted. If we cancel, we will refund any payment less any work already carried out.  
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  20. THE CUSTOMER'S CANCELLATION RIGHTS: Should you choose to cancel, you have 14 days to do so from our receipt of this contract, in which case we will make full refund of any payment given. This cancellation should be in writing, and we will respond with written confirmation.
  21. All finance offered by Wm Donnelly & Co Ltd is provided by Hitachi Capital (UK) Plc 2016. For Finance terms and conditions please refer to Hitachi Capital Plc.