

TERMS & CONDITIONS

1. The terms and conditions below relate to orders for the installation of ground screws supplied and installed or tested by Gorilla Ground Screws (hereby referred to as The Company) or by its sub- contractors operating on behalf of The Company.

2. All prices quoted are calculated and agreed on the basis of free access and unimpeded working during our normal working hours (Monday–Friday 8am – 4.30pm) and with the following conditions:

- i. The quoted price is valid upon the client's confirmation that the ground conditions are suitable for ground screw foundations via a recommended pre-install site specific ground load test commissioned by the client.
- ii. If the recommendation of a site-specific ground load test is refused, and the installation cannot be undertaken through no fault of Gorilla Ground Screws, the client accepts that a cancellation charge of 75% of the total installation fee will be applied.
- iii. If the recommendation of a site-specific ground load test is refused the client accepts full liability for any installation works carried out and that Gorilla Ground Screws will accept no liability for any issues or damages caused from the installation.

3. *Site specific ground load tests conducted by the company are used to gain site specific loading data. These tests do not include arboricultural assessment or geotechnical investigations. If minimum drilling/foundation depths are stipulated, the company should be made aware of this when bookings initially take place.*

4. If extra work is required to carry out the installation or test extra charges can be applied after consultation with the client. Should waiting time be endured through no fault of The Company a charge will be implemented of £60 per man hour or part thereof until work can commence.

5. Cancellations:

- i. The client has the right to cancel the installation no less than 72 hours prior to the agreed installation date with no charge.
- ii. Within 72 hours' notice a cancellation charge of 20% will be incurred.
- iii. Within 48 hours' notice a cancellation charge of 50% will be incurred.
- iv. Within 24 hours a cancellation charge of 75% will be incurred, as previously mentioned this includes works needing to be abandoned due to unsuitable ground conditions.

6. Both Contractor and client to agree practical arrangements on working methods that provide minimum disruption to the client and allow work to be carried out efficiently by the contractor.

7. Free access is required for delivery of materials & machinery. Parking permits must be provided prior to the commencement of work and any parking charges incurred is chargeable to the client.

8. All goods supplied and installed remain the property of The Company until payment is received in full. In the event of non-payment, the customer accepts that the goods are recoverable by The Company regardless of any structure that may be attached.

9. For clients without trade accounts payment in full will be made to The Company prior to the installation, or in the case of trade account customers, on or before the notified due date.

10. On receiving the order from the client (either in writing or verbal) these Terms and Conditions come into effect and will be deemed to be contractual.

11. Any known sub surface obstructions (e.g. pipes, cabling, foundations, etc.) must be reported to The Company prior to work commencement. Failure to do this may result in the installation being

abandoned and charges being incurred. Any damage caused to underground services not notified to Gorilla Ground Screws are the responsibility of the client and no liability will be accepted by Gorilla Ground Screws.

12. Although every reasonable effort will be made to arrive at the required site at a time agreed by both the client and The Company, The Company will not be held responsible for any cost incurred by the client in the event of late arrival.

13. **Insurance:** The Company will hold the correct insurance for the undertaking of the work ordered. Employers Liability Insurance of no less than £10,000,000 and Public Liability Insurance of no less than £5,000,000.

14. **Guarantees:** The Company shall provide a 12- month workmanship warranty. The Company will offer a life span warranty of the products supplied dependent on the local area soil acidity.

15. Extras will only be undertaken after discussion with the client, a verbal/written agreement made and will be charged at the agreed rate.

16. Core drilling services are available upon request, however, must be requested within 48 hours of the date of the install. Core drilling services will be set at £20 + VAT per core, or an otherwise previously agreed rate, of concrete/tarmac up to 100mm. Anything thicker than 100mm must be discussed with The Company at the time of order.

17. The Company and its sub-contractors will always endeavour to employ a helpful attitude at all times and will always attempt to bring the works to a satisfactory conclusion as soon as possible taking into account weather conditions and unforeseen circumstances etc.

18. Although our installers will strive to be as accurate as possible, it should be noted and understood due to the nature of the works being carried out, that millimetre perfection is not always feasible or possible. Required and workable tolerances should be discussed in the planning/design stages of a project to ensure that our system will be suitable for the works to be carried out. Standard maximum tolerances set by the company are 50mm from centre point, +/- 10mm from datum height and 10 degrees from plumb.

19. **Prior to the arrival** of our installers on site, drawings showing specific ground screw positions must be supplied and all ground screw layouts/footprints should be marked in the proposed area of works. It should be noted that additional costs will be incurred if our installers are required to set and mark out layouts and/or footprints per drawings provided.

20. Until full installation has completed, the onus you make the area safe, you agree once Gorilla Ground Screws Leaves site to take full responsibility to make the area safe. Gorilla Ground Screws does not accept any responsibility for damages or accidents due to the area not being made safe. The ground screws and brackets can have sharp edges and whilst the timber is sawn neatly it can have splintered edges.

21. If on the rare occasion its deemed that your ground conditions need further investigation and or your use for your garden building will require additional load bearing we may have to attend the site per installation. Where this is required an additional cost may be implemented. This will be discussed with you post sale when a questionnaire is required to be filled in to obtain information. This condition is required only on a small amount of sales.

