



TERMS AND CONDITIONS

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 0207 118 1152

Application

These Terms and Conditions will apply to the purchase of the services and goods by you (the **Customer** or **you**).

We are GT Sealants Limited a company registered in England and Wales under number 8930818 whose registered office is at 4 Capricorn Centre, Cranes Farm Road, Basildon, Essex, SS14 3JJ with email address gareth@gtsealants.co.uk; (the **Supplier** or **us** or **we**).

These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions.

Interpretation

Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;

Contract means the legally-binding agreement between you and us for the supply of the Services;

Delivery Location means the consumer premises or other location where the Services are to be supplied, as set out in the Order;

Goods means any goods that we supply to you with the Services, of the number and description as set out in the Order;

Order means the Customer's order for the Services from the Supplier as set out overleaf via email;

Services means the services, including any Goods, of the number and description set out in the Order.

Services

The description of the Services and any Goods is as set out in our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in size or colour of any Goods supplied.

In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.

All Services are subject to availability.

We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

You must co-operate with us in all matters relating to the Services, provide us and our authorized employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licenses and consents (unless otherwise agreed).

Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you. Any outstanding money owed to us would still need to be paid.

It is your responsibility to make sure you have a competent person to sign of the job sheet if satisfied with the work as stated in the order.

Areas need to be clean and surfaces smooth. Any such dust and contaminants can affect sealant adhesion and uneven surfaces can affect results. We will not take liability defected or uneven mastic even if we have written instructions to complete work in these areas.

Our operatives will advise of any areas that they feel are inadequate to seal as soon as is possible

Basis of Sale

The description of the Services and any Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Services or Goods.

When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.

A Contract will be formed for the Services ordered, only upon the Supplier sending an email to the Customer saying that the Order has been accepted or, if earlier, the Supplier's delivery of the Services to the Customer.

Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.

No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Consumers premises, and where the

Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer's simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Supplier's and the Customer's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, eg by giving cancellation rights pursuant to consumer protection law.

Fees and Payment

The fees (Fees) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out in our schedule of rates list current at the date of the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed fee or on a standard rate basis.

Fees and charges include VAT at the rate applicable at the time of the Invoice.

Payment for Services must be made within 30 days of invoice unless stated otherwise on Quote. See Invoice for payment details.

Cancellation if the customer fails to give reasonable amount of notice to cancel or pre-arrange a job GT Sealant reserves the right to charge the customer full cost of pre booked job, plus any materials that may have been specially ordered for the job. **Please note all pre-booked jobs can not be cancelled on the day of agreed appointment.**

If a customer fails to provide access at the arranged time for a pre-booked job GT Sealants reserve the right to charge the client for the full cost of the pre-booked job, plus any materials that may have been specially ordered for the job.

Delivery

We will deliver the Services, including any Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement:

- a. in the case of Services, within a reasonable time; and
- b. in the case of Goods, without undue delay and, in any event, not more than 30 calendar days from the day on which the Contract is entered into.

In any case, regardless of events beyond our control, we may have to change time arrangements which will be notified via email.

Withdrawal

You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

Conformity and Guarantee

We have a legal duty to supply the Goods in conformity with the Contract and will not have conformed if it does not meet the following obligation.

Upon delivery, the Goods will:

- a. be of satisfactory quality;
- b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
- c. conform to their description.

It is not a failure to conform if the failure has its origin in your materials.

We will supply the Services with reasonable skill and care.

We will immediately, or within a reasonable time, give you the benefit of a 1 year's guarantee. This only applies to de-bonding sealant. Black, moldy or discolored sealant are not covered. This guarantee will take effect at the time the Services and Goods were delivered.

In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

Duration, termination and suspension

The Contract continues as long as it takes us to perform the services or when the agreed hours or days onsite have expired

Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:

- a. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
- b. is subject to any step towards its bankruptcy or liquidation.

On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Privacy

Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy which can be found the policy can be obtained on our website.

For the purposes of these Terms and Conditions:

- a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
- b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
- c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.

Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

- a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
- b. we will only Process Personal Data for the purposes identified;
- c. we will respect your rights in relation to your Personal Data; and
- d. we will implement technical and organizational measures to ensure your Personal Data is secure.

For any enquiries or complaints regarding data privacy, you can contact Sole Owner at the following e-mail address: gareth@gtsealants.co.uk.

Successors and our sub-contractors

Either party can transfer the benefit of this Contract to someone else and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

In the event of any failure by a party because of something beyond its reasonable control:

- a. the party will advise the other party as soon as reasonably practicable; and
- b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery.

Excluding liability

We do not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession. You need to make sure that a competent person signs off the job sheet when it has been completed

to your satisfaction, if for any reason a competent person is not in attendance to sign off the works once completed, we will not be liable for any return visits for work you feel is incomplete or unsatisfactory.

Governing law, jurisdiction and complaints

The Contract (including any non-contractual matters) is governed by the law of England and Wales.

Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of Scotland or Northern Ireland respectively.

We try to avoid any dispute, so we deal with complaints as follows: We will acknowledge the complaint, complaint must be emailed. Then we will investigate the correspondence and get back to the sender with our findings within 5 working days via email.

Our Working Hours

Our site hours are 8am-3pm unless specified. If services are completed fully within this time period and our operatives were to leave early, full day charges still apply to the agreement of order.

If for any reason we should work over this time, there will be additional charges to you the customer for the extra hours worked.