

TERMS AND CONDITIONS

PRICING AND PAYMENT:

PAYMENT TERMS : Usual payment terms are 14-30 days from date of invoice. All terms are subject to credit approval and alternative terms may apply. Should alternative terms apply, these will be advised on receipt of any order.

All pricing provided should be considered private and confidential between both parties. You will be liable to indemnify Us for any legal costs incurred by Us, as a result of any delay or default in payment of any monies, due and owing to Us, or otherwise incurred as a result of any other breach of the contractual obligation owed by You to Us. [You means customer/ client with whom we have contracted for the purchase supply and/or installation of goods and/or services. Us means DCM Projects and any trading names thereof]

VAT : The price is subject to VAT at the current rate. Proof of VAT exemption will be required if claimed, prior to our Sales invoice.

ALTERATIONS TO QUOTATION : The price is based on original designs, specifications and measures provided at the date of quotation. DCM reserves the right to amend/change pricing to accommodate alterations to original brief at any stage of the contract, up to completion of the works. Unless otherwise stated, all prices are based on good access. Quotations are based on provided measures on surfacing being undertaken in one location only and in one continuous visit of any given site.

PROPERTY : Goods supplied remain the sole property of DCM as the legal owner until such time as the full price of the invoice is repaid. DCM reserves the right to enter installed premises for the purposes of removing any goods which have been supplied but which have not been paid for. Damage caused by removing the surface will be at the customer's risk.

RETENTIONS : The price is based on 0% retention being withheld on completion of works. Withholding retention amounts will reduce the surface guarantee to 12 months from installation date, or to the contractual length of the defects liability period.

WINTER PRICING : Due to shorter days and weather delays, DCM reserves the right to amend quotations to reflect winter pricing. This may apply to any multi-day project that falls between November 1st - February 28th.

DISCOUNTS AND MCD : The price indicates all discounts (including MCD) that are available. Orders received that apply discounts will need to be re-issued correctly or will be increased at invoice stage by DCM without issue from the sender.

ASSUMPTIONS ON SITE:

MANHOLE COVERS : Unless specifically highlighted prior to installation, existing manhole covers / access points will be ramped down or overlaid with surfacing. Please advise if recessed manholes are required.

EXCAVATION WORK AND SURROUNDING AREA : Unless stated, the price does not include for excavation through unforeseen material and additional costs may be incurred in these instances. Where DCM undertake preparation works, it is assumed that all excavation will be through soft material as observed during preliminary site visits or advised on specifications and instructions. The quotation does not include any provision for reinstatement of surrounding areas to DCM work areas except where expressly requested and priced accordingly. CBR tests are not carried out as standard.

PHOTOGRAPHY : DCM reserves the right to undertake and utilise photography of completed sites in promotional literature and online. Photographs will be used to demonstrate colour and graphic possibilities only. They will not infer that DCM has undertaken the design elements of the project.

GENERAL ASSUMPTIONS:

DAY JOINTS : During installation every effort will be made to create a seamless finish. However, this is not guaranteed where installs are greater than 100m2 and take place over multiple days and/or if installations are broken due to adverse weather conditions or other unforeseen circumstance i.e. time restrictions on site.

SURFACE DEFECTS : Defects in the surface will be repaired initially by use of graphics / patches. Under no circumstances shall DCM be expected to replace entire sections of surfacing that has minor elements requiring remediation. Overlaying existing wetpour is not covered under warranty.

SUBCONTRACTORS : DCM will seek to embrace subcontract conditions where applicable. Contract conditions received after commencement on site will be disregarded and DCM's Terms and Conditions will apply. Where preparation works are to be carried out by third parties and on inspection are not satisfactory for DCM installation e.g. incorrect depth or area, DCM reserves the right to raise abortive charges and/or contra-charge the client for hire of plant and equipment to rectify the area to make good and enable wet pour installation. Additional material and labour costs may also be incurred. DCM reserves the right to fully re-price works comprising depth and/or measure alterations as appropriate.

INDEMNITY INSURANCE: DCM do not offer professional indemnity insurance and are not responsible for the credibility/ feasibility of specifications produced by other parties unless specifically asked in writing.

INSTALLATION DATES : DCM will endeavour to meet all planned installation dates, however other factors outside our control such as adverse weather conditions and equipment/material deliveries may affect this. LAD's will not be accepted as a result of non-completion.

PRE-INSTALLATION CHECKLIST:

Unless otherwise agreed, all groundworks, edgings, drainage and sub-bases must meet the requirements specified by DCM. Please refer to each products groundworks factsheet.

The area should be free and clear of obstacles, including rubbish, debris or aggregate. Hose / jet wash cleaning beforehand will help to retain the porosity of the surface. This is important when laying onto macadam.

The price assumes unlimited access to site from 08:00 until 19:00. It is assumed that all works will be carried out in one continuous visit. Good vehicular access and free working space for mixing and deliveries is required within 30 metres of the site. Please ensure that you inform DCM if access to site is via steps, a steep gradient or through a building.

ADDITIONAL CHARGES:

Additional charges, including those incurred from differing site measurements and depths will be advised immediately to the client via telephone and email. If no response is received on the day of installation, the client will be deemed to have accepted the revised price. Whilst on site, installers will request that a client representative sign a Site Variation Form.

SITE INDUCTIONS : Charges may be incurred for site inductions lasting for longer than 2 hours.

SITE NOT READY : Additional charges may be incurred if DCM arrive on site on the agreed installation date and the pre-installation agreement checklist (above) has not been adhered to.

DOWNTIME Issues preventing DCM from setting up or installing. (i.e. accessing the site or waiting for the site to be cleared) will be charged at a rate of £200 per hour from 10am onwards, until work can commence.

ABORTED VISIT : A full aborted visit will incur a charge of £1,850 +VAT. To avoid aborted visits, pre-install site surveys can be arranged at a cost of £175+VAT.

UNDULATING GROUNDWORKS : The quotation allows for the thickness quoted only, any increase will be charged accordingly. Should the area require regulating, charges will apply for additional bags. Haulage costs may also apply if additional materials are required:
Black EPDM: £35 per bag incl install Coloured EPDM: £85-£95 per bag
Wet Pour Base: £24 per bag incl install Gravel: £135 per mix

VARIATIONS IN SITE MEASUREMENTS : DCM reserves the right to re-measure the site and amend the original quotation accordingly. This includes the incorrect measurement of graphics which have been taken from drawings that have not been provided with a scale. DCM does not accept responsibility for taking off measures from drawings or diagrams provided as these may not be scaled accurately during reproduction.

- Increase in area will be charged pro rata. If contracts are deemed to be Lump Sum, construction drawings must be made available. Differences in actual construction against drawings will be charged or re-rated as required.
- Reduction in area size over 5% will be re-rated.
- Cost of material returns will be chargeable.

INCORRECT SITE ADDRESS : Charges may be incurred for re-delivery of materials, hotel bookings and set-up charges etc.

BAD ACCESS : Please advise of bad access at quotation stage. Charges may apply if unknown. Please refer to the pre-installation checklist above.

SITE SECURITY:

Curing times are dependent on weather conditions (i.e. temperature, rainfall, humidity) and may extend past the working day. DCM cannot be held responsible for animal prints (ie. fox, birds) or any vandalism/erroneous encroachment onto the area. Any remedial works in these instances will incur additional charges. Unless otherwise advised, DCM assumes that Heras Security Fencing has been provided by the client. If fencing is not available, DCM can provide security fencing at an additional charge.

ICE: As with any outdoor surface, caution should be taken in icy conditions. DCM cannot be held responsible for accidents due to slips and falls.