

Terms and Conditions P. Clark Decking and Verandas (Peter Clark) SOLETRADER (LLM decking is start of rebranding only not a registered company 24/5/17 and we still trade has P.Clark Decking and Verandas SOLETRADER Peter Clark)

By Sending a deposit and confirmation email acceptance , you the customer are accepted all terms and conditions stated below.

Please read very Carefully

Peter Clark (P.Clark Decking and Verandas , Terms and Conditions in using the website domain name (www.pclarkdecking.co.uk) Nominet owned by Peter Clark and accepting OUR SERVICES then Confirmation email .You are deemed to have read the agreed to following terminology applies to these terms and conditions, privacy statement and disclaimer notice and any or all agreements; “clients”, “you” and “your” refers to you, the person accessing the website and accepting the company’s (sole trader) terms and conditions “the company”, “ourselves”, “we” “me” and “us”, refers to our Company / Sole trader “Party”, “Parties”, or “us”, refers to both the client, Ourselves or Myself , or either the client or ourselves and myself,

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process or our assistance to the client in the most appropriate manner, whether by formal meeting of a fixed duration, or any other means, for the express purpose of meeting the client’s needs in respect of provision or the company or sole trader stated services/product, in accordance with and subject to, prevailing English law and use of the above terminology or other words in the singular , plural, capitalisation and/or he/she or they , are taken as interchangeable and there as referring to some.

Privacy Statement

We are committed to protect your privacy, Authorized employees within the Company / sole trader on a need to know basis only use any information collected from individual customers, we constantly review our systems and data to ensure the best possible service to our customers, Parliament has created specific offences for unauthorised actions against computer systems and data/or taking civil proceedings to recover damages against those responsible.

Confidentiality

We are registered under the data protection act 1998 and as such, any information concerning the client and their respective client records may be passed to third parties, However, Client records are regarded as confidential and therefore will not be divulged to any third party, other than Peter Clark (P.Clark decking and verandas) if legally required to do so to the appropriate authorities, Clients have the right to request sight of, and copies or any and all client records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue clients with appropriate written information, Handouts or copies of records as parts of an agreed contract, for the benefit of both parties. We will not sell, share or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by this company (Sole trader / Peter Clark) will only be in connection with the provision of agreed services and products.

Disclaimer

Exclusions and limitations the information on the website is provided on an "as is" basis. To the fullest extent permitted by law, this Sole trader Peter Clark, excludes all representation and warranties relating to the website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in the website and/or the company / Sole trader's literature and excludes all liabilities for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this company / sole trader of the possibility of such potential loss) damages caused to your computer, computer software, system and programs and the data thereon or any other direct or indirect, consequential and incidental damages this company sole trader does not however exclude liability for death or personal injury caused by its negligence, the above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Payment

Cash or personal cheque with banker's card, all major credit/debit cards, bankers draft or BACS transfer are all acceptable methods of payment. Our Terms are payment in full prior to delivery, or a set deposit. all goods remain property of the Company / Sole trader Peter Clark until paid in full. Monies that remains outstanding by the due date will incur late payment interest at the rate of 2% above the prevailing bank of England's base rate on the outstanding balance until a balance is paid in full and final settlement, we reserve the right to seek recovery of any monies remaining unpaid 5 years from date of invoice via collection agencies and/or through the small claim court in the event that the outstanding balance does not exceed £3000. In such circumstances, you shall be liable for any and all additional administrative and/or court costs. Returned cheques will incur a 25 charge to cover banking fees and administrative costs. in an instance of a second return cheque, we reserve the right to terminate the arrangement and, if agreed to, we shall insist on future cash transaction only. Consequently, all bookings and/or transactions and agreements entered into will cease with immediate effect until such time as any and all outstanding monies are recovered in full

When final payment is made, the Deck / structure then becomes yours the customer to maintain and look after from thereon. using the warranties given to you by the manufacture and importers of

the materials we use and sell, Not the company or sole trader Peter Clark (P. Clark decking and Verandas)

Returned + unwanted goods policy and refund

Orders and services may be cancelled with seven days without reason, this may be 7 days from order date, confirmation email date or from date of receipt of goods whichever is later. The customer will be responsible for all fees/charges incurred in returning the goods, which will differ from the delivery / pickup charge. Goods/services after the seven days period will be subject to a 50% restocking charge or labour charge under taken. All refunds will be made following the acceptance of the returned goods back into our facility in a good condition and in their original packaging/box including all instructions/accessories. Split packs and goods that have been cut. Drilled erected or modified in any way will not be refunded or returnable. Payment made by card will be refunded back on to the card on which they were purchased all other refunds will be made by cheque within 60 days from return of good, any goods custom made or cut to customers requirements will be exempt from or refund policy.

Availability

Unless otherwise stated, the services featured on this website / service list are only available within the UK, or in relation to postings from the UK, all advertising is intended solely for the UK market, you are solely responsible for evaluating the fitness for a particular purpose of any downloads. Programs and text available through this site, redistribution or republication of any part of this site or its contents is prohibited, including such by framing or other similar or any other means. Without the express written consent of the Company Sole trader Peter Clark. The Company, Sole trader does not warrant that the services from this site will be uninterrupted, timely or error free, although it is provided to the best ability, by using this service, you thereby indemnify this company sole trader, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

Lead Times

All products the company sole trader uses have lead times and aren't liable for these, there instructed by the manufacture/extruders, at the time the order / services are requested.

All customers will be informed of this on place of order or confirmation email

Glass lead Times vary from 5 working days to 25 working days. Glass can only be ordered once newels/channel is in situ and structural safe.

Templated glass also can only be ordered once template is made and excepted by manufacture

Deposit

Once Deposit is paid you are entering into the full terms and conditions and you will only receive the deposit back if you follow the terms and conditions set, cancellation of works need to be followed if you wish to cancel at any time and receive you deposit back, you have 14 days to cancel works after starting of works on site .

Hardwood decking

Our Hardwood Decking is sold on linear meterage, not board length. Has the importers we use do also and can't be held responsible for decking board length supplied in the linear meterage sold to us

Fixings will be left on the top of the surface of the deck board. Not countersunk

We cannot be held responsible for cupping or fading of the hardwood. has it's a natural product

Treating of hardwood, we do not undertake, it is down to the customer once fitted to look after and maintain. Please research below ordering

We also can't be held responsible for splitting and cracking of the hardwood has it's a natural product and needs to be maintained

We ask you to sand the surface before oiling, making sure any dirt or residue is removed before oiling to give the board the best finish and final result, also it need to be dry to sand and oil for at least 24hrs prior both applications

General Fixings

The Company Peter Clark (sole trader) P. Clark Decking and Verandas

Do not guarantee or warrant any fixing used on any structures, as our supplier do not give us any guarantee or warranties to us. So, we are not liable / responsible for a failing fixings We use the fixing that are sufficient for the job we are under taking.

We do not use any one type of fixing or grade of fixing.

Example 6x2 timber will require a 4-inch (100mm) screw or 90mm nail no specified grade

Composite decking fixings

Some fixing will be visible but will also be fitted with the hidden clip system. Or stainless-steel top fix through the top surface of the board. Depending on board choice

Visible fixings can be seen on the outer edges and picture frames , access panels. Fascia , boxing in , man holes , access grids , skirting , scribes , steps and mitres.

Pending on board , fixings are counter sunk if the board is a solid board product

Hollow / honey cone decking . The fixing will be left on the surface of the board and visible. Due to it being hollow it can't be countersunk into a hollow / honey cone board, this will cause a hole within the board

Fitting

Fitting is supplied as a service. All deck board fittings are fitted to manufacturer's specification, using their guideline only.

Weed and plant growth

The Company or Peter Clark (sole trader) can't be held responsible or liable for the growth of weeds or plants or any kind of greenery in, around or under the structures we build. as it's a natural thing. Weed control or no weed control

Drawings

Every job the company Peter Clark (sole trader) P. Clark decking and verandas undertake will have a pdf drawing sent to the customer's email before work starts, to state sizes and dimensions. If the designs are changed they have to be discussed with myself and new drawings and costings will be sent, if the design and costings are agreed with the customer onsite on the day and the new design is carried out on the day, Peter Clark (sole trader) (P. Clark Decking and Verandas) hold no responsibility or liability for the final product supplied. Please ask for new costings and design, before new design and work are carried out

Driving

It is against the law to answer or use a mobile phone whilst driving. We have an automatic app reply on all mobiles that you will receive, when we're driving in our vehicles. a texted message informing you of this (just driving) auto response when driving

Softwood Timber / Decking

Peter Clark (sole trader) P. Clark Decking and Verandas DO NOT take responsibility for softwood timber or decking after installed. It is down to you the customer from thereon to maintain and treat

Artificial Grass

Peter Clark (Sole Trader) P. Clark Decking and Verandas DO NOT undertake any work with artificial grass. If the customer agrees for us to carry out work using such a product, they are accepting that we hold no responsibility for the final product they receive. And aren't liable for any work undertaken on the customer's premises

Initial works

If Peter Clark (sole trader) P. Clark decking and verandas aren't the initial contact for the work to be undertaken. We are not responsible or liable for any works undertaken on the customers property, please see the initial first contact / contractor or building contractor has they were the first contact for works meaning we are a sub-contractor to that contractor / building contractor or contact for the contract to be undertaken.

Scratches and Marks on Decking surface

Peter Clark (Sole trader) P. Clark Decking and Verandas aren't held responsible for any marks or scratches on the deck board surface, caused by tables, chairs, planters, bikes, lawn mowers, strimmer's, foot ware, fire pits, patio heaters, storage boxes, mats, couches, delivery personal, plants, lights, rabbit/ferret hutches, animals, weather, pipes, parasols and parasol weights. Sole pipes, general waste pipes, swings, slides, silicone, bleach, mops, brushes, cars, motorbikes, oil, rust, alcoholic beverage, juice, food, timber, screws, steel, washing poles, breakage of glass or cleaning products, fresh water only to be used on the deck surface to clean, advised with a low pressure jet wash only, no heavy duty power jet wash should be used as this can cause the surface damage.

Substructures

Substructures

Galvanised steel substructure is covered by the manufacturer not us. they offer a 10 year guarantee with this product under their own policy. Not ours.

It is constructed the way they advise and with their own PVC Brackets and their Screws supplied. Zinc coated self-tapping screws. (19mm x 3.5mm, 25mm x 3.5mm)

Timber substructures

Will be of graded timber c16 c20 c24 grade

All timber substructures if less than the size of 150mm by 45mm will not carry bearers.

All substructures equal or greater than 150mm by 45mm will carry bearers to carry the weight of the overall structure.

Bearers will be set at 1800mm apart from each other along with structural feet, either 150mm by 45mm or 75mm by 75mm or 100mm by 100mm or 100mm by 45mm

Concrete will not be used on every support, only supporting newels that carry balustrades.

All subframes will also have a fall on them to help water drain

Membrane will also be used either on top of substructure or underneath, pending on ground

ELECTRICS

We P.Clark Decking and Verandas (Sole trader) Peter Clark

Aren't a fully qualified electrician and cannot install hardwired lighting or electrics. to any structure, you need to contact a fully qualified electric for this service

We can only supply lighting components that require an electrician to install later after the project is finished/completed and can't give you a costing for this

We will though fit the structure and pre drill holes ready for lighting ready for an electrician to wire in

Changes to order

have to be put to the company / sole trader has a written statement, not verbal agreement, so drawings and costings can be amended and a new contract will be given

Ordering of Material

Ordering of material. if the confirmation email has been accepted and the order is changed or cancelled. All the material ordered is subject to full payment by yourselves. And will be passed on to yourselves to pay for at cost price .has everything we carry out is bespoke and tailored for one job only .

Cancelation of Works

Cancelation letter Have to be written and addressed to 633 bickershaw lane, wn2 4ae , Wigan, Lancashire, within 14 days of works starting on site. Social media post, text messages , phone call or email do not count , along which such apps has whatsapp, if you wish to cancel, please follow the above , But if you don't follow the proceedings , we can't be held responsible for any losses gained by you the client/person/business by not doing so . and the deposit will not be returned and losses on our side will be added on to you as a client/Customer/Business

Finalising the finish product

All structures that are made of PVC / Composite decking are cleaned, sealed and jet washed, then signed off.

If this stage isn't reached the deck is not finished and we still own all the material on site.

No other companies can attend site to access the contracted work, till we get to the above stage. Once signed of and final payment is received, you can get a second opinion on the installation from the manufacture only no approved installers or other companies . has the contract is with Peter Clark (P. Clark Decking and Verandas) Sole trade. Doing this breaches the full contract and all material needs to be returned to Peter Clark P.Clark Decking and Verandas at the customers own

cost with no refund on any material or monies . returns to be addressed to our current facility at the time

Finalising a timber product. is done by final payment only, this shows you are happy with the product supplied on the day and from thereon we take no responsibility for the structure has its timber and can't control the way it reacts, from when final payment is received the customer is in full control of maintenance and care of product (please research before purchase)

Business event, Parties and Family occasions

We The Company P.Clark Decking an Verandas Peter Clark (Sole Trader) aren't responsible or liable for you the customer arranging the works to be completed for a party or occasion . has works usually depend on lead times and weather and can't be held reasonable. If works are started and you the customer, intend to use the area for such an event , we will complete only to a standard of safety not complete, but you the customer will be advised not to use till completely finished and paid for in full. Has this is still unsafe and will cause damage to the structure and we do not accept any incidents that may occur whilst using a unfinished project .

Communication

Valid communication is telephone, Email and Person only in the hours of 9am till 5pm weekdays

And 9am till 12pm Saturdays only

Any communication after or before these times will not be answered On the telephone number 07983638188 or mail@pclarkdecking.co.uk or the free phone line number. If answered and responded to they aren't valid till the next working day. WHATSAPP is not classed has communication and isn't a valid way of communication and will be classed has being void id the customer makes the initial contact

Warranties and liability

Terms and Conditions of this Contract do not affect any additional rights you my have under the manufacturer's warranty/guarantee. These are right Given to you by the manufacture in addition to your statutory rights. Any additional rights given to you by the manufacturer in respect of good purchased are not incorporated into this contract.

As a consumer, you have statutory rights regarding the return of defective goods and claims in respect of losses caused by any negligence on our part or our failure to carry out our obligations. The terms and conditions of the contract do not affect your statutory rights. For further information regarding these rights contact Trading Standards or Citizens advice bureau.

You are asked to examine the goods as soon as reasonably possible after delivery/fitted

Any claim by you based on any defect in the quality or condition of the goods or their failure to correspond with specification must (whether delivery is refused by you) be notified to the company sole trader within 14 days from the date of delivery or within reasonable time after discovery of the defect or failure if it was no apparent on reasonable inspection

- Where a valid claim in respect of goods delivered / fitted is notified to us within 3 days of the delivery/fitting date, you are entitled to. Or have the goods (or the part in question) replaced free of charge
- Reject the goods and receive a full refund

P. Clark Decking and Verandas (Peter Clark) will not be responsible for any claims made after 3 days of delivery or fitted

Except in the respect of death or personal injury caused by our negligence we will not be liable under this contract for any loss or damages caused by us/myself or our agents in circumstances where

- There is no breach of legal duty of care owed to you by us or by any of our employees or agents
- Such loss or damages is not a reasonably foreseeable result of any such breach
- Any increase in loss or damage resulting from breach by you of any term of this contract

In the event that you are using the supply address in part for commercial purposes then no liability for loss of profits or other economic loss arising out of a breach of this agreement can be accepted.

Subject to our obligations, and your rights under the regulations, we shall not be liable to you or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to goods, services or fitting if the delay or failure was due to any cause beyond our / my reasonable control.

Deck Boards

With all deck board products P. Clark Decking and Verandas (Peter Clark) do not recommend the use of rubber door mats or any other rubber based products that will come in direct contact with the deck board, P. Clark Decking and Verandas (Peter Clark) cannot be held responsible for any change in colour, fading, staining, deterioration, treatment, slip tests, drainage, splitting, warping, shrinkage, chipping, peeling, screw exposure failure or damage that occurs due to the use of these such products.

Glass Balustrades

Are installed to building regulations if building regulations are in place on the structure quoted.

If not this is the customer's choice

All Glass installed is always toughened polished or even laminated, pending on specifications

Sizes are 10mm, 12mm, 13.7mm, 15mm and 24mm

Fixings we use to install the glass clamps to hold the glass in place are supplied with the glass clamps has a package. From the supplier, we the company / sole trader Peter Clark (P. Clark decking and verandas) buy of. Peter Clark (sole trader) don't take responsibility for failing or slipping of glass, has

they also supply the right size glass rubbers for the right size clamps that are stamped on the rubber informed you of size of glass needed for that clamp and rubber supplied.

Base plate fixings, the company that supply the newel post to ourselves, do not recommend or sell the fixing for the base plate fix, so we also can't take responsible for the fixing used to fit the base plate to the surface . we just use accordingly to the diameter of base plate fix hole and depth of a minimum of 80mm fixing

Aluminium Channel and Stainless steel

Stainless steel grade is 316 outdoor grade

Aluminium channel is tested to industry standards and is tested by crosinox uk (literature and test results available on request.

Aluminium structural glazing channel is fixed but again the supplier of the channel don't supplier or recommend a fixing to use with the channel and aren't liable , so Peter Clark (P.Clark Decking and verandas) are also not liable or responsible for the fixings used

Sizes

Unless stated otherwise all products sold by length are quoted as a nominal length and may need to be trimmed to be finished. All decking boards are finish in their own way and separate systems

Links to and from this website and social media

You may not create a link/copy of any kind to any page of this website / Company / personal / owner / employees / pictures / social media application / groups or even feeds. Without our prior written consent. If you create a link to any of the above. you do so at your own risk and leave yourselves open to legal action. the exclusions and limitations set out above will apply to your use of this website / company. services by linking to it in any way stated above.

Links from this Website

P. Clark Decking and Verandas (Peter Clark) will not accept any responsibility for any loss or damage in whatever manner. How so ever caused, resulting from your disclosure to third parties of personal information.

Copyright

Copyright and other relevant intellectual property rights exist on all text relating to the company's / sole trader services and the full contents of this website. The brand names and specific services of the company / sole trader featured on this website are trademarked.

Communication

Contact Information can be found on our contact us link on our website or via company / sole trader literature or via the company's / sole trader stated telephone, mobile numbers.

Force majeure

Neither Party shall be liable to the other for any failure to perform any obligation under any agreement which is due to an event beyond the control of such party including but not limited to any act of god, terrorism, war, political insurgence, insurrection, riot , civil unrest, act of civil or military authority, uprising , earthquake , flood or any other natural or manmade eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any party affected by such event shall forthwith inform the other party of the same and shall use all reasonable endeavours to comply with the term and conditions of any agreement contained herein.

Waiver

Failure of either party to insist upon strict performance of any provision of this or any agreement or the failure of either party to exercise any right or remedy to which it, he or they are entitled hereunder shall not cause a diminution of the obligations under this or any agreement, no waiver or any of the provisions of this or any agreement shall be effective unless it is expressly stated to be such and signed by both parties

General

The laws of England and wales govern these terms and conditions, by accessing this website and company (sole trader) and using our services/buying our products you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access, if any of these terms are deemed invalid or unenforceable for any reason(including, but not limited to the exclusions and limitations set out above) then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the company sole trader to enforce any of the provisions set out in these terms and conditions and any agreement, or failure to exercise any option to terminate, shall not be constructed as waiver of such provision and shall not affect the validity of these terms and conditions or of any agreement or any part thereof, or the right thereafter to enforce each and every provision. These terms and conditions shall not be amended, modified varied or supplemented except in writing and signed by duly authorised representatives of the company / sole trader

Notification of changes

The Company / Sole trader reserves the right to change these conditions from time to time as it sees fit and your continued use of the website and services will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our sites. if there are any changes in how we use our site customers personally identifiable information, notification by email or postal mail will be made to those affected by

this change, any changes to our privacy policy will be posted on our website for 30 days prior to these changes taking place, you are therefore advised to re-read this statement on a regular basis. These terms and conditions form part of the agreement between the client and ourselves has a SOLTRADER. your accessing of this website / Services and/or undertaking of a booking or agreement indicates your understanding, agreement to and acceptance, of the disclaimer notice and the full terms and Conditions contained herein. Your statutory consumer rights are unaffected ©

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