

## **Pergola Delivery Only - Terms and Disclaimer**

### **1. Introduction**

- 1.1 These terms and conditions shall govern the supply only undertaken by us, for pergola products and accessories purchased through our website, retail stores and retail partners.
- 1.2 You will be asked to give your express agreement to these terms and conditions before supply of goods commence.
- 1.3 This document does not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).

### **2. Interpretation**

- 2.1 In these terms and conditions:
  - (a) "we" means Westminster Teak Ltd, trading as Westminster Outdoor Living; and
  - (b) "you" means our customer or prospective customer, and "us", "our" and "your" should be construed accordingly.
  - (c) Variations shall include additions, omissions or substitutions to the originally agreed work, fittings and fixings, etc.

### **3. Conditions**

- 3.1 All pergola products, including blinds and louvers, are supplied boxed and should be checked for any damage or missing parts on delivery and reported with 48 hours.
- 3.2 You agree and accept that it is wholly your responsibility to assemble and install pergola, blinds and/or louvers as per the manufacturer's instructions and fixed securely and safely to a suitable surface.
- 3.3 In the event that pergola, blinds and/or roof louvers do not work as intended due to incorrect installation, we will not be held responsible to rectify and/or replace free of charge.
- 3.4 Any damage caused to the pergola, blinds, louvers, patio/surface or surrounding areas, property or personal injury due to incorrect installation, is solely your responsibility and we will not be liable for any claims, costs and/or replacements parts.
- 3.5 You agree to keep Pergola blinds within the provided cassettes during windy conditions and understand that by keeping them exposed in windy conditions, you risk the material being ripped. In this event, we will not be held responsible for any damage.

**4. Unforeseen Costs**

- 4.1 In the event that you require us to re install your pergola and/or blinds/louvers, you shall be liable to meet the cost of this including any travel, additional work, services, parts or fittings that need to be provided to rectify any event or situation which arises, during the course of the works, that are unexpected or are beyond our control. We cannot be held responsible for such events or situations.
  
- 4.2 It is your responsibility to ensure that:
  - (a) Any groundworks that are necessary in advance of site visit are completed before our Team arrives to carry out the works.
  - (b) You have measured the site where the works are to take place and have sufficient space in which to assemble the structure and/or blinds/louvers.
  
- 4.3 Should our Team arrive on site and be unable to carry out the repair/reinstall because the terms of either 4.2(a) or 4.2(b) have not been satisfied, then we reserve the right to charge for mileage and travel time for any additional journey that may be necessary.

Order Number : \_\_\_\_\_

Customer Name : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_