



WINDSMERE STONE & GRANITE
TERMS AND CONDITIONS

It is essential that you read these Terms and Conditions carefully.

Placing an order with us will confirm Agreement to our Terms and Conditions detailed below.
To confirm your order, please complete this form and send back to info@windsmerestone.com

I have read and agree to the terms & conditions of Windsmere Stone & Granite Ltd.

Name (please print) _____

Signature: _____ Date: _____

Full Address & Postcode of site to be fitted

Contact telephone number _____

Quote Reference Number _____

Stone Choice..... Thickness of Stone

Finish Polished / Honed / Leathered

DEFINITIONS

“Agreement” means the agreement by which you agree to purchase and we agree to sell the goods.

“we” and “us” means Windsmere Stone and Granite Limited (incorporated in England and Wales under company number 4490020) whose registered office is at Sells Green, Seend, Wiltshire SN12 6RW. VAT No. 794129011. Telephone number 01380 827111. Email info@windsmerestone.com.

“you “ means the customer, or our Trade partner.

“Goods” means the bespoke goods and the service we agree to provide to you on these Terms.

“Site address” means the address of the customer or your client where we will deliver our goods and carry out works purchased.

“Quotation” means the price for which we will provide the goods and services detailed in our written quotations.

APPLICABLE TERMS, CONDITIONS AND REPRESENTATIONS

1. These Terms are the express Terms and Conditions governing the Agreement.
2. There cannot be variations or change to this Agreement unless agreed in writing
3. The Terms do not include any electrical or plumbing work required, nor do they include the removal and/or disposal of existing worktops or stone.

STONE PROPERTIES

4. All natural stone products are subject to colour variations, natural veining and some light, medium or heavy pitting or fissures. These are often filled with resin when the stone is removed from the ground and during the cutting processes to produce slabs. If the stone is then given a polished finish these are not visible. However, for stones which have a honed or leathered finish then it is not possible to carry out this process and, therefore, small cracks or fissures will be more obvious in these stones.
5. The stone used for an order may differ in look and feel from any sample previously provided to you or your customer. It is common to find variation between and within slabs of stone from the same quarry. Windsmere Stone and Granite will always use matching slabs for any adjacent pieces of work in order to ensure consistency as far as is possible; however, an exact match cannot always be guaranteed due to variations between and within slabs that are used. It is unlikely, however, that variations will be clearly visible to the naked eye.
6. All thicknesses quoted for stone are nominal and no liability is accepted for reasonable variations.
7. Granite and other natural stones, by their nature, are very dense and heavy materials and weights can be in excess of 90kg per square metre. We, therefore, will not provide lengths in excess of 3 metres due to possibility of damage or failure. Windsmere Stone reserves the right to add joints where they are deemed necessary.
8. Joints – the joints connecting pieces of stone are sealed using epoxy or low modular curing silicone sealant. The joints produced generally vary between 2-4mm thick, as acceptable to industry standards. This allows for a strong joint whilst still remaining unobtrusive.
9. Windsmere will mix the sealing products for the joints to provide, what we feel is the closest colour match to your stone.

ORDERS AND SALES

10. The price given on our quotations will be **valid for 30 days** from the date of the quotation. After 30 days a re-quotation will be required unless otherwise agreed with the Directors. If a deposit is placed within the 30 days the original quote will be honoured.
11. You order and agree to purchase and we agree to sell the Goods, at the price detailed in our written quotation, subject to these Terms and Conditions.
12. All quotes are provided based on E&EO (errors and omissions excepted).
13. To accept a quote the first page of the Terms and Conditions must be completed and returned ensuring that the stone choice, thickness, finish and profiling, invoice number and the site address are fully detailed. Return of the Terms will constitute an order.
14. All of the Goods we manufacture are bespoke and must be paid for under the following payment terms.



WINDSMERE STONE & GRANITE TERMS AND CONDITIONS

PAYMENT TERMS

ORDERS REQUIRING TEMPLATING AND FITTING

15. all quotations accepted will be subject to a 50% deposit on placing the order. This will secure stone and enable us to order and pay for the stone from our suppliers.
16. The remaining balance will be due on the date of templating.

ORDERS FOR SUPPLY AND COLLECTION

17. For all orders placed or quotations accepted for items for supply and collection, payment will be due in full on the date of order.

ACCEPTING QUOTATIONS

18. An order will be accepted subject to the material being available in the quantities required to fulfil your order. We reserve the right to suspend delivery if the material becomes unavailable, in circumstances beyond our control.
19. If we are unable to supply the material chosen, we will offer a substitute from the same price band stone at the same rate. If the substitute is not acceptable and a more expensive material is chosen, we reserve the right to charge for the increased cost.
20. If we are unable to fulfil an order due to circumstances outwith our control, the deposit or monies paid will be refunded.
21. If, when we attend to template, any adjustments or changes have been made from the original drawings/dimensions provided, your quotation will be adjusted to reflect the changes.
22. Cancellation of an order prior to fitting, but after we have attended to template, will lead to the loss of any deposit or other payments made to cover the cost of materials which will have already been purchased and the stone possibly manufactured.

USE OF CUSTOMERS OWN STONE

We can offer a service to recut or remake items using your own stone. However, it is essential that we assess the stone and the work involved BEFORE we are able to quote and manufacture. If you wish us to use your own stone you must understand the following:

1. Stone will be delivered to Windsmere Stone by you. If Windsmere are required to collect and store your own stone an additional charge will be levied. **PLEASE NOTE** whilst we will take every possible precaution we cannot take responsibility for any damage that may occur either in transit, in storage or in the manufacture of stone that we do not provide.
2. Stone will be assessed against your requirements to determine what is possible and the level of work required.
3. All quotations will be given in writing and must be accepted before manufacture proceeds.
4. The finished items will be for collection from Windsmere Stone only unless previously agreed in writing. If Windsmere Stone is to deliver or fit, this will incur additional charges, agreed in writing.

REPAIRS OR REMEDIALS

1. Remedials required up to 3 months after Windsmere Stone has fitted a surface will be carried out free of charge. This excludes damage caused by the customer for which we hold no liability.
2. For remedials or repairs outside of this time frame or for customers whose stone we have not previously fitted, full payment is due upon booking a repair after receipt of initial invoice. Our charges are £45 + VAT for the call out and travel and £45 + VAT for the first hour or part of an hour for work on site **for each stonemason required**. Additional hours or part of hours will be charged at £45 + VAT for each stonemason required. The initial invoice paid may increase should the time on site be longer than originally anticipated and the additional amount will be invoiced after the work has been carried out.

PAYMENT METHODS

1. We accept payment via Bank Transfer (preferred), cash, or debit or credit cards.
2. We are unfortunately no longer able to accept payment by cheque.
3. Any balance outstanding after the work is complete will incur interest and compensation charges at a rate of 8% over the Bank of England Base Rate.

Bank Details Lloyds Bank Sort Code: 30-91-99 Acc No: 03322615 Ref: Invoice Number Reg Company No: 4490020, VAT No: 794129011 Reg Office: Bath Road, Sells Green, SN12 6RW

TEMPLATING AND MEASUREMENTS

1. We offer a full service to include templating, delivery and fitting.
2. Templates or drawings and measurements provided by the customer are the sole responsibility of the customer. Any measurements given by a customer for final manufacturing of stone must be in writing and signed. Windsmere Stone assumes no liability for incorrect dimensions.
3. Any alterations made following templating will incur additional charges.
4. Templating and manufacture of natural stone and manmade composite quartz is not an exact science and slight tolerances in both overhangs and thickness may be observed. Windsmere Stone will endeavour to the best of our ability to keep these tolerances to a minimum, an industry standard 3mm tolerance is allowed for each measurement.
5. The customer or a representative must be present on templating to agree all relevant details such as overhang, edge detail, height of splashbacks and upstands, joints etc and confirm acceptance of template specifications.

ESSENTIAL PREPARATION PRIOR TO TEMPLATING

1. When attending to template, if the customer has not followed our instructions in relation to the preparedness of the room and we are unable to complete the template to our satisfaction, we reserve the right to leave the property and arrange a different templating date once the property has been fully prepared. This will incur an additional templating charge.
2. Following templating there should be **NO alterations** to the plans or movements of any units etc. There must also be **NO changes** to the type of sink or hob. **Please note that if any changes are made following templating a new quote will be required which will include re-templating charges. This will also incur a delay to your fitting date.**
3. If, on templating or with any changes made afterwards, it is found that the amount of stone required increases and we are required to use an additional slab of stone, this will increase the costs and will be invoiced accordingly.
4. Prior to our arrival to template, please ensure the following is complied with:-
 - a. All existing worktops **MUST** be removed. Please note that our staff are NOT able to remove or dispose of old worktops.
 - b. All kitchen units and end panels **MUST** be complete, level and fitted securely.
 - c. Under mounted sinks must be set into the unit but **NOT** glued down, rebated to sit level with the top of the kitchen cabinet with at least 5mm movement in all directions.
 - d. Overmounted sinks need to be on site but not fitted or connected.
 - e. All taps need to be on site.
 - f. All free standing cookers and Aga's must be on site and fitted.
 - g. All hobs must be on site but not connected or in place.
 - h. Any plasterwork, rendering or plaster boarding **MUST** be done before we attend to template. If this is not possible, it must be done after the fitting of the worktops and upstands. The customer will be responsible for any damage incurred to worktops and upstands in the event that work is completed after fitting.
 - i. If plastering, rendering or plaster boarding takes place after we template but before fitting, the customer will be held responsible for any upstands/worktops which do not fit and any additional works will be chargeable.
 - j. All items must be removed from the surfaces to allow clear space for templating materials.

PREPARATION FOR FITTING

1. With regard to the Health and Safety of our workers and, indeed, of the customer's stone, it is essential that the areas to be fitted **MUST** be easily accessible for our team of fitters. This includes (but is not limited to):
 - a. Clear road access allowing our vehicles to park very close to the building
 - b. NO obstructions in the approach to the building, including poor access, lack of paths, which require us to carry heavy items across wet, muddy or slippery fields or gardens.
 - c. No obstructions in any of the access ways to the area to be fitted inside the building.
 - d. Stairs (if required) must be fully fitted ensuring safe access. Please be aware that if there are many stairs to be negotiated or if staircases are too narrow, we may not be able to continue with the order. This can be determined on templating. The health and safety of our workforce is paramount.
 - e. All flooring must be completed and/or surfaces even and unobstructed for the carrying of the stone
2. It is not Windsmere Stone & Granite's responsibility to fit, move or level any base units, hobs or sinks. The responsibility remains with the customer always.
3. Prior to our arrival for fitting, it is essential that the following details are complied with:-
 - a. The taps must be on site but not plumbed in.
 - b. The hob must be disconnected.
 - c. All existing worktops must be removed and the areas cleared.
 - d. All units or surfaces to have stone fitted must be flat and level. No responsibility will be accepted by Windsmere Stone for units which are not flat and level and which subsequently cause damage to the worktops when fitting is taking place or afterwards.
4. **Please note we are not able to fit or plumb in sinks or taps nor are we able to fit hobs.**
5. **We advise that all worktops are left untouched for at least 12 hours, preferably 24 hours before any plumbing or other works are carried out to allow silicone etc to dry and harden and to prevent movement in the worktops.**

DELIVERY AND INSTALLATION

6. Our templating and fitting dates are given in good faith but are, however, not of any contractual effect and Windsmere Stone shall not be under any liability to the customer in respect of our being unable to deliver or complete on any particular day or dates. Should this situation arise we will endeavour to give as much notice as possible.

ADDITIONAL INFORMATION

1. All goods remain the property of Windsmere Stone & Granite Ltd until paid for in full.
2. Care sheets are available in hard copy and electronic format and on our website.

We look forward to working with you and thank you for your custom.

DATA PROTECTION PRIVACY STATEMENT

At Windsmere Stone and Granite, we are committed to protecting your privacy and the personal information that we hold. The purpose of this statement is to be clear about how we use your personal information.

Which laws apply to us?

Your 'personal information' is information that can be used to identify you. This can include your name, email address, postal address, telephone number, date of birth and credit/debit card detail. Windsmere Stone and Granite collects, stores and handles personal information for a variety of purposes, including managing customer orders and working with our suppliers and contractors.

We do not retain credit or debit card information for any of our customers.

The following laws apply to Windsmere Stone and Granite, as an organisation that collects, stores and handles personal information:

- **The Data Protection Act 1998**
- **The General Data Protection Regulation (EU) 2016/679**
- **The Privacy and Electronic Communications (EC Directive) Regulations 2003**

We will handle your information in accordance with these laws.

How we use personal information

For Customers, Suppliers and Contractors, we process your personal data for the following purposes:

- To enable us to provide effective services in the provision of goods from Windsmere Stone and Granite
- To manage accounts efficiently
- To enable efficient communication between all parties during provision of services and working practices

Windsmere Stone and Granite controls personal data on a secure database, to which only we have access. We use various technical and organisational measures to keep your data safe. Electronic data and databases are stored on secure computer systems and we control who has access to information, using both physical and electronic means.

Although we do our best to keep your information safe, the transmission of information over the internet is never completely secure, so please bear this in mind when you share information with us via our website or by email.

How long do we keep your personal information?

We only keep your personal information for as long as is required and in accordance with legal requirements and tax and accounting rules.

Your rights

The data protection laws give you certain rights over your personal information and how we use it. These include:

- the right of access to a copy of the information that we hold about you;
- the right to ask us to correct inaccurate information that we hold about you;
- the right, in certain circumstances, to object to specific uses of your data;
- the right, in certain circumstances, to request the information that we hold about you to be deleted.

If you wish to exercise any of these rights, please:

- Put your request in writing and email it to info@windsmerestone.com or send it for the attention of Office Manager, Windsmere Stone and Granite, Sells Green, Seend SN12 6RW
- Provide proof of identity including your name and postal address.

Help us to respond to you as quickly as possible by being specific about which information you require or that you would like us to amend/delete. Please note:

- We will only send a response to a subject access request (request for your personal information) to you by registered mail at a postal address.
- If we are unable to verify your identity, it may not be possible to provide you with the information requested.
- Windsmere Stone and Granite is not a 'public authority' as defined under the Freedom of Information Act and we will therefore not respond to requests for information made under this Act.