



Windsmere Stone and Granite Terms & 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 sign 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: _____

Address & Postcode of site to be fitted _____

Quote Reference Number _____

Stone Choice..... **Finish (circle)** Polished / Honed / Leathered

TERMS AND CONDITIONS

RESERVING STONE IN YARD

Customers are welcome to view and select specific stone in the yard if they wish. However, NO stone can be reserved unless a 50% deposit is paid.

QUOTATIONS/ORDERING

1. The price given on our quotation will be valid for 90 days from the date of quotation. After this time it will no longer be valid unless otherwise agreed.
2. A re-quote can be arranged on request.
3. All quotes are provided based on E&OE (errors and omissions excepted).
4. Our quotations do not include any electrical or plumbing work required, nor do they include the removal and/or disposal of existing worktops or stone.
5. Our quotations include templating, delivery and fitting (unless otherwise stated). We template and fit Monday to Friday between 8am and 4pm. Visits agreed outside these hours will be subject to an additional charge which will be previously agreed in writing.
6. To accept our quotation and place your order, please complete, sign and return the first page of this document.

7. Accepting your quotation from us will constitute an order and acceptance of these Terms and Conditions and a 50% deposit will be due on date of order to secure your chosen stone, template and fitting dates.
8. An order will be accepted subject to the material being available in the quantities required to fulfill your order. We reserve the right to suspend delivery if the material becomes unavailable, in circumstances beyond our control.
9. If we are unable to supply the material chosen, we will offer a substitute 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.
10. If we are unable to fulfil an order due to circumstances outwith our control, the deposit or monies paid will be refunded.
11. 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.
12. 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 customers own stone. However, it is essential that we assess the stone and the work involved **BEFORE** we are able to quote and manufacture. Customers wishing to use their own stone should understand the following:

1. Stone will be delivered to Windsmere Stone by the customer. If Windsmere are required to collect and store customers 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.
2. Stone will be assessed against the customer requirements to determine what is possible and the level of work required.
3. All quotations will be given in writing and must be accepted by the customer before manufacture proceeds.
4. The invoice must be paid for in full prior to manufacture.
5. The finished items will be for collection only by the customer unless previously agreed in writing. If Windsmere Stone is to deliver or fit, this will incur additional charges, agreed in writing, and payment received in full prior to manufacture.

PAYMENT

1. Payment IN FULL is required **prior** to manufacture for all orders in Bath Stone
2. A 50% deposit is payable upon placing your order for all other types of stone.
3. The remaining balance is due upon the day of templating and **prior to manufacture**.
4. Late payment of your balance will result in a delay to your fitting dates.
5. Manufacturing will only commence once payment in full has been received.
6. Once payment has been received we will endeavor to arrange the earliest possible fit date, generally within 7 to 14 days of templating.

PAYMENT FOR ITEMS FOR COLLECTION, DELIVERY OR FITTING ONLY

7. Full payment is due upon acceptance of written quote and order placement to confirm production and/or fit dates.

PAYMENT FOR WORK USING CUSTOMERS OWN STONE

8. Full payment is due upon acceptance of written quote and order placement to confirm production.

PAYMENT FOR REPAIRS OR REMEDIALS

9. Remedials required up to 3 months after Windsmere Stone has fitted a surface will be carried out free of charge.
10. For remedials or repairs for customers outside of this time frame or whose stone we have not previously fitted, full payment is due upon booking a repair after receipt of initial invoice. Please note that 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

11. We accept payment via BACS, cash, or debit or credit cards.
12. We are unfortunately no longer able to accept payment by cheque.
13. 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

Please note that if you are building or renovating the stone or granite surfaces should be one of the last things to be fitted in order to protect the stone and prevent damage

TEMPLATING

1. We offer a full service to include templating, delivery and fitting.

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. An additional charge will be levied to re-attend to template. Your fitting date will also be altered to ensure we allow ample manufacturing time.
2. Prior to our arrival to template, please ensure the following is complied with:-
 - a. All existing worktops **MUST** be removed.
 - 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 free standing cookers and Aga's must be on site and fitted.
 - f. All hobs must be on site but not connected or in place.
 - g. All areas that require a template must be completely clear.
 - 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.
3. 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.**
4. 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.

COLLECTIONS OR FOR ITEMS REQUIRING FITTING ONLY

5. We will manufacture our stone to the customer's own template or measurements if requested.
 - a. These dimensions must be provided in writing or via a hard template.
 - b. The customer will be held responsible for any errors/changes made to their personal template or measurements. If stone production has taken place the additional costs of stone and manufacture will be invoiced accordingly.

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, having 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. If, on attending to fit, it is found that the base units, sinks or hobs have been moved and or changed, the client will be held entirely responsible for the cost of re-templating, re-

manufacturing the stone and re-attendance to fit. A new invoice will be issued and payment in full will be required prior to any stone being re-manufactured.

6. If, at the time of the appointment we arrive on site and the area is not ready, an additional charge will be incurred for time & travel.
7. Our template and fitting dates are given in good faith. In exceptional circumstances, if we are unable to meet the dates given, we will not be liable for the consequences of amending the date. We will endeavor 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. Granite & Marble are products of nature. It is not possible to guarantee that all the colours and markings of a large sheet of stone will be present in every small sample and that every characteristic of this sample will be uniformly present in other samples. Our samples, therefore, serve only to indicate, in a general way, the colour, marking and texture usually found in that variety of stone.
3. We always urge customers to choose their stone from the block in our yard rather than from a sample. We are proud to hold a selection of beautiful stone in our stone yard which may be viewed in large sheet form during opening hours.
4. Care sheets are available in hard copy and electronic format and on our website.

We look forward to working with you.

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, which only we have access to. 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 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 6PF
- 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.