Terms and Conditions of Customer Warranty

All works (except resin and tarmac) are guaranteed for 5 years after completion and subject to warranty T&C's. Resin and tarmac are guaranteed for 12 months after completion and subject to warranty T&C's.

Conditions of Sale

1. Meanings
In these conditions the following words have the following meanings:
Buyer: means the person, firm or company who purchases the Goods from Company.
Company: means Lothian Paving Commercial Ltd, 5 South Charlotte Street, Edinburgh, EH2 4AN.
Contract: means any contract between Buyer and Company for the purchase and sale of the Goods, incorporating these conditions.
Goods: means any goods agreed in the Contract to be supplied to Buyer by Company (including any part or parts of them).

2. Basis of Sale
2.1 Company shall sell and Buyer shall purchase the Goods subject to these conditions, which shall govern the Contract to the exclusion of any other terms and conditions.
2.2 No variation to these conditions shall have any effect unless agreed in writing by an authorised representative of Company.
2.3 Buyer shall be responsible for ensuring that the terms of its order and any applicable specification are complete and accurate.
2.4 Any quotation is valid for a period of 30 days from its date, if Company has not previously withdrawn it.

3. Description
3.1 The quantity and description of the Goods shall be as set out in Company's quotation, final order and invoice (including agreed post quotation variations/additions).
3.2 All samples, drawings, descriptive matter, specifications and advertising issued by Company including catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. **Warranty details**
4.1 The warranty will take effect only when the project has been satisfactorily completed and this is defined as; a) all works have been completed by the Company; b) the Buyer has made full payment of the agreed and installed value to the Company; c) the Buyer has signed the Company 'Completed Works Satisfaction' form upon completion of works/installation.
4.2 The warranty will only apply if the Buyer has adhered to the instructions and warnings provided in the 'Maintenance and Upkeep' form provided by the Company upon completion of work.
4.3 The guarantee covers the installation for reasonable domestic use and does NOT extend to cover damage or deterioration caused by, or resulting from; accident, misuse, heavy goods vehicles, natural weathering, acts of God, lack of maintenance, impact damage, commercial use, or staining caused by any substance whatsoever.
4.4 Movement, expansion or contraction of sub-soil or sub-base due to, (but not limited to), climatic changes, tree root activity, underground drains, mine-workings, earthquake and changes to the local water table are outside the control of the contractor, therefore the guarantee does not cover damage caused by these or related factors.

4.5 In the event of a claim arising we will endeavour to ensure remedial works are completed using materials of the same colour, pattern and finish as specified in the original contract. However, due to the evolution of products and natural weathering we cannot guarantee an exact match. Where production of products is halted, we will replace with products which we deem to be suitable.

4.6 For the avoidance of doubt, this guarantee covers the subsidence of the paved area provided such settlement is in excess of 10mm under a 3mtr straight edge, and 2mm between adjacent units, as defined in Table B3, Surface Regulations, BS 7533, Part 3, 1997.

4.7 All concrete or clay products may, usually in their early life, appear to lose some intensity of colour and experience a white stain on the product face. This is the temporary natural phenomenon of efflorescence which is in no way detrimental to the performance of the product. No responsibility can therefore be accepted by the Company in the unlikely event of its occurrence.

4.8 Any guarantee provided by the Contractor relates exclusively to the standard of workmanship. Products, materials, fixtures, fittings, appliances, and components supplied or installed are not covered by this guarantee. The Contractor accepts no liability for the sudden deterioration, malfunction, or breakage of such items except where directly caused by negligent installation. Any product defects or failures remain subject to the relevant manufacturer's warranty (where applicable).

4.9 Where the Contractor has been engaged solely to remove weeds from existing paving, slabbing, patios, driveways, or other hard landscaping that was not originally installed by the Contractor, no guarantee is provided against the recurrence of weeds. Weed growth may return due to existing installation methods, underlying ground conditions, environmental factors, airborne seeds, or other causes beyond the Contractor's control. The Contractor shall not be liable for any future weed growth or recurrence where the original installation was not carried out by the Contractor. Any guarantee relating to weed prevention applies only where the Contractor has completed the original installation.

4.10 For the avoidance of doubt this guarantee is only applicable to the contracted parties ie Company and Buyer. It is NOT transferable should the customer vacate the address where the project has been undertaken (Buyer address as per stated in quotation, final order and invoice).

4.11 Any claim arising relating to the failure of the Buyer to obtain planning permission for the project will not be covered by this guarantee.

4.12 Any successful claims covered by this guarantee shall be limited to the installed value increased in line with the housing cost index at the time of application but limited to a maximum of 3% per annum compound.

Health & Safety on Site Guaranteed

Quality of Services Guaranteed

Industry Recommended Care and Maintenance

Initial Monoblock, Cement, Concrete and Kerb Maintenance

- **DO NOT** put any weight onto any completed works for a **MINIMUM of 48 HOURS** in order to maintain final measurements and design.

- Directly after works are completed, materials will be porous and therefore any water, rainwater will consolidate the jointing sand and may flush it out (particularly sloping sites) – please ensure these joints are topped up with jointing sand to prevent long term damage.

Recommended Cleaning

- Spring time is a good time of year to clean by using a stiff brush and a good detergent. You may want to use a weed preventative, to restrict the growth of any weeds between joints which can affect long term durability
- If you wish to use a power washer then a 'Monoblock' specific one is advisable in order to prevent disrupting any blocks, paving – these can be hired from any National Tool Hire company and purchased from any National DIY store.
- Recommended cleaning products can found at www.prokleen.co.uk – please follow manufacturer instructions. '*Biodegradable, bleach-free, and pH neutral. This formula is safe for pets and children once dry - this makes it the perfect choice for family homes.'.*





At Lothian Paving Commercial Ltd we have a cleaning division which offers experienced professionals who can take care of all your cleaning needs.

Price on quotation – call us on: 0131 242 0076

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