



southcoastmetalfabrication.com
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Terms and Conditions of Service

Last Updated: 20/5/2024

Welcome to South Coast Metal Fabrication Ltd! These Terms and Conditions of Service ("Terms") govern your access to and use of our services, including our website (www.southcoastmetalfabrication.com) and any related services provided by South Coast Metal Fabrication Ltd ("we," "us," or "our"). By accessing or using our services, you agree to be bound by these Terms.

1. Acceptance of Terms By using our services, you confirm that you have read, understood, and agree to these Terms. If you do not agree to these Terms, you may not use our services.

2. Services Provided South Coast Metal Fabrication Ltd offers bespoke product fabrication services tailored to meet individual client specifications. Our services include, but are not limited to, custom metal fabrication, design consultation, and product installation.

3. Quotes and Orders 3.1. **Quotes:** All quotes provided by us are valid for 30 days from the date of issue unless otherwise stated. Quotes are subject to change based on material costs, design changes, and other factors. 3.2. **Orders:** Orders are confirmed upon receipt of a signed agreement and deposit as specified in the quote. Changes to orders after confirmation may result in additional charges.

4. Payment Terms 4.1. **Deposits:** A deposit of 50% of the total quoted amount is required to confirm an order. 4.2. **Final Payment:** The remaining balance is due upon completion of the project and prior to delivery or installation. 4.3. **Late Payments:** Late payments will incur interest at a rate of 6.5% per month on the outstanding balance.

5. Cancellation and Refunds 5.1. **Cancellation:** Orders may be canceled up until materials have been bought or work has commenced for a full refund of the deposit. Cancellations after this period may incur a fee to cover costs incurred. 5.2. **Refunds:** Refunds for canceled orders will be processed within 30 days of the cancellation date. Custom-fabricated products are non-refundable once production has begun.

6. Delivery and Installation 6.1. **Delivery:** Delivery times will be agreed upon at the time of order confirmation. Delays caused by factors beyond our control, such as supplier issues or transportation delays, are not our responsibility. 6.2. **Installation:** Installation services will be provided as per the agreement. The client must ensure that the installation site is ready and accessible.

7. Warranty and Liability 7.1. **Warranty:** We provide a warranty for our products against defects in materials and workmanship for a period of 1 year from the date of delivery. 7.2. **Exclusions:** The warranty does not cover damage caused by misuse, neglect, or unauthorized modifications. 7.3. **Liability:** Our liability is limited to the cost of the product or service provided. We are not liable for any indirect, incidental, or consequential damages.

8. Intellectual Property All designs, drawings, and other intellectual property created by South Coast Metal Fabrication Ltd remain our property. Clients may not reproduce, distribute, or use these materials for any purpose other than the agreed-upon project without our written consent.

9. Confidentiality We respect your privacy and are committed to protecting your personal information. Our Privacy Policy, available on our website, outlines how we collect, use, and safeguard your information.

10. Governing Law These Terms are governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising from these Terms or our services will be resolved in the courts of the United Kingdom.

11. Changes to Terms We reserve the right to modify these Terms at any time. Any changes will be posted on our website, and your continued use of our services constitutes acceptance of the updated Terms.

12. Use of Imagery for Promotional Purposes

13.1 Imagery Rights: By engaging our services, you grant South Coast Metal Fabrication Ltd the right to photograph and/or record any products we create and installations we complete. These images and recordings may include, but are not limited to, photographs, videos, and digital images.

13.2 Usage: We reserve the right to use these images and recordings for our marketing and promotional activities, including but not limited to our website, social media channels, marketing materials, and other promotional platforms.

13.3 Client Privacy: We will ensure that no sensitive information about your project or property is disclosed without your prior consent. If you wish to opt-out of this clause, please notify us in writing at the time of your order.

13. Force Majeure

14.1 Definition: For the purposes of this clause, "Force Majeure" means any event beyond the reasonable control of either party, including but not limited to acts of God, natural disasters, war, terrorism, civil disturbances, strikes, lockouts, labor disputes, government actions, epidemics, pandemics, fire, floods, or any other event that could not have been reasonably anticipated or prevented by the affected party.

14.2 Effect of Force Majeure: If either party is prevented, hindered, or delayed from performing any of its obligations under these Terms due to a Force Majeure event, such party shall be excused from the performance of those obligations for the duration of the Force Majeure event.

14.3 Notification: The affected party shall promptly notify the other party in writing of the occurrence of a Force Majeure event and provide reasonable estimates of its expected duration and the anticipated impact on its ability to perform its obligations.

14.4 Mitigation: The affected party shall use all reasonable efforts to mitigate the effects of the Force Majeure event and resume performance of its obligations as soon as reasonably possible.

14.5 Termination Due to Extended Force Majeure: If a Force Majeure event continues for a period of more than [number] days, either party may terminate the affected order or agreement upon written notice to the other party, without liability, except for payment of services already performed or products delivered.

14. Client Responsibilities 14.1 **Specifications:** Clients are responsible for providing accurate specifications and requirements for their projects. Any changes to specifications after order confirmation may result in additional charges and delays. 14.2 **Site Access and Preparation:** Clients must ensure that the installation site is ready and accessible as agreed. Any delays caused by site inaccessibility or lack of preparation may result in additional charges.

15. Design Approval and Changes 16.1 **Design Approval:** Clients must approve all design plans before production begins. Any delays in approval may affect the delivery schedule. 15.2 **Design Changes:** Any changes requested after the approval of designs may incur additional costs and may extend the project timeline. All change requests must be submitted in writing.

16. Quality Assurance and Acceptance 17.1 **Quality Assurance:** We commit to delivering high-quality products that meet the agreed-upon specifications. We conduct thorough quality checks before delivery or installation. 17.2 **Acceptance:** Clients must inspect and accept the products upon delivery or installation. Any issues or defects must be reported within 7 days of receipt. Failure to report within this period will be deemed as acceptance of the products.

17. Insurance 19.1 **Client Insurance:** Clients are responsible for ensuring that their property and installation site are adequately insured against risks, including but not limited to theft, damage, or loss during the project period.

18. Contact Us If you have any questions or concerns about these Terms, please contact us at:

South Coast Metal Fabrication Ltd

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Best Regards

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