

BLOCK PAVING & SURFACING

DRIVES, PATHS, FORECOURTS & CARPARKS
CROSSOVERS CONSTRUCTED

M THOMAS & SON 38 DURRINGTON LANE WORTHING BN13 2QU
FAMILY RUN BUSINESS EST; 1980

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1/9/2015

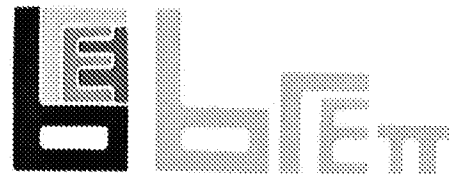
Mr Vadims
29 Thorncroft Road
Littlehampton
West Sussex
BN17 6DD
Tel: 07740285588

INVOICE
For works at 24 Gosden Road
Littlehampton

For works as per estimate dated 20/8/2015,

Now completed on 1/9/2015

10 Year Product Guarantee



In this Guarantee:

"the Company"	means Brett Landscaping Ltd, of Sileby Road, Barrow upon Soar, Loughborough, Leicestershire LE12 8LX
"the Customer"	means <u>MR VADIMS</u> of <u>24 GOSDEN RD LITTLEHAMPTON</u>
"the Products"	means the Company's concrete products supplied in relation to the Approved Installer Contract.
"Guarantee Start date"	means <u>1-9-15</u> See point 2 below;
"Approved Installer Contract"	means the contract for the construction by an existing member of the Brett Approved Installer Scheme of a driveway, path, patio or similar installation in respect of which 70% or more of the paved area undertaken pursuant to such contract is constructed using Brett Landscaping Ltd products solely for reasonable use on and in connection with the private domestic property of the customer at the address stated above;

The Company guarantees that: any material defect in the Products manufactured by the Company and used in the works undertaken pursuant to the Approved Installer Contract shall be made good by either repair or replacement (at the discretion of the Company) for a period of 10 years from and including the Guarantee Start Date subject always to the following conditions:

1. This guarantee only applies to the Concrete Products, which have been provided pursuant to the Approved Installer Contract.
2. The Company shall have no liability under this Guarantee until the Approved Installer Contract has been completed and full payment of the contract price for the Products has been received.
3. The Company shall be under no liability in respect of
 - 3.1 Any defect or use of the Products not in accordance with the scope of use envisaged by the relevant British Standards
 - 3.2 Any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse, alteration, staining (by whatever cause) or the use of sealant
 - 3.3 Repair of the Products without the Company's prior written approval.
 - 3.4 Failure of the Customer or the Approved Installer to follow the Company's instructions issued from time to time (whether oral or in writing)
 - 3.5 Any use which is not reasonably ancillary to that of a private domestic property.
 - 3.6 Products not supplied or manufactured by Brett Landscaping Ltd.
4. This guarantee does not cover a) 50mm block paving being used for the parking and trafficking of commercial vehicles and b) any decorative garden products being used for the parking and trafficking of any vehicles c) any product used for an incorrect application unless agreed by Brett Landscaping Ltd.
5. The Company shall have no liability for movement, expansion or contraction or other natural occurrence of subsoil or base product due to changes in temperature, water content, tree root activity or other natural occurrence outside the Company's control.
6. The company shall not be liable under the terms of this Guarantee in respect of any Products installed not in accordance with the Company and Industry recommended laying practice issued from time to time (whether oral or in writing).
7. The Company shall have no liability for any negligent act or omission by or on the part of the Approved Installer.
8. The Company shall have no liability for efflorescence, which may in early life of the Products cause reduction in the intensity of the colour. Efflorescence is a temporary phenomenon and does not affect the performance of the Products. The Company's liability under this guarantee shall be limited to repair or replacement (at the Company's complete discretion) of the part of the domestic installation, which contains defective Product to which the terms of this Guarantee apply. Where the Company considers it to be necessary the Company will pay the reasonable cost of uplift and disposal of defective Products and relay of replacement product, but it shall have no liability for any other consequential loss or damage caused howsoever arising except in relation to death or personal injury caused by the Company's negligence or any liability imposed on the Company by Part 1 of the Consumer Protection Act 1987 or any subsequent amendments thereof.
9. Whilst the Company shall endeavour to make good any remedial work in a colour, pattern and finish the same as that originally supplied the Company does not guarantee that any repair or replaced Product will be an exact match or recreation due to the effects of natural weathering, non-availability of materials or cessation of product lines.
10. The Company shall have no liability under this Guarantee unless the Customer shall have served on the Company written notice of the defect complained of via the original Approved Installer within 7 days of the Customer first becoming aware of the same.
11. The entire aggregate liability under or in connection with this Guarantee shall not exceed the Approved Installer Contract price paid in respect of the Products.
12. All warranties conditions or other terms implied by Statute or Common Law are excluded to the fullest extent permitted by law.
13. Where the product is sold under a consumer transaction (as defined by the consumer transactions (Restrictions on Statements) order 1976 or any subsequent amendments thereof) the statutory rights of the Customer are not affected by this Guarantee.
14. If any provision of this Guarantee is held by any competent authority to be invalid or unenforceable in whole or in part by the validity of the other provisions of this Guarantee and the remainder of the provision in question shall not be affected.
15. This Agreement shall be governed by the laws of England.

Brett Landscaping Limited in order to validate your 10 Year

10 YEAR PRODUCT GUARANTEE NUMBER:

19171

Ref BP/AI/10Y 0411 Rev1

5 Year Installation Guarantee

In this Guarantee:

- "the Approved Installer" means M THOMAS & SON
- "the Customer" means MR VADIMS
or 24 GOSDIN RD LITTLEHAMPTON
- "the Products" means concrete products supplied by Brett Landscaping Ltd in relation to the Approved Installer Contract;
- "Guarantee Start date" means 1-9-15 See point 2 below;
- "Approved Installer Contract" means the contract for the construction by an existing member of the Brett Approved Installer Scheme of a driveway, path, patio or similar installation in respect of which 70% or more of the paved area undertaken pursuant to such contract is constructed using Brett Landscaping Ltd products solely for reasonable use on and in connection with the private domestic property of the customer at the address stated above;
- "the Work" means the work undertaken by the Approved Installer pursuant to the Approved Installer Contract relating to the products;

The Approved Installer guarantees that: any material defect arising in connection with the Work undertaken by the Approved Installer pursuant to the Approved Installer Contract shall be made good for a period of 5 years from and including the Start Date subject always to the following conditions:

1. This guarantee only applies to the Work.
2. The Approved Installer shall have no liability under this Guarantee until the Approved Installer Contract has been completed and full Payment price has been received.
3. The Approved Installer shall be under no liability in respect of
 - 3.1 Any defect or use of the Products not in accordance with the scope of use envisaged by the relevant British Standards
 - 3.2 Any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse, alteration, staining (by whatever cause)
 - 3.3 Repair of the Products without Brett Approved Installer prior written approval
 - 3.4 Failure of the Customer to follow Brett Landscaping Limited's instructions issued from time to time (whether oral or in writing)
 - 3.5 Any use which is not reasonably ancillary to that of a private domestic property
4. This Guarantee does not cover Work in relation to a) 50mm block paving being used for the parking or trafficking of commercial vehicles and b) any decorative products being used for the parking or trafficking of any vehicles c) any product used for an incorrect application unless agreed by Brett Landscaping Ltd.
5. The Approved Installer shall have no liability for the movement expansion or contraction or other natural occurrence of subsoil or base product due to changes in temperature, water content, tree root activity or other natural occurrence outside the Approved Installer's control.
6. In so far as the Approved Installer is entitled to do so by law the Approved Installer excludes all liability arising from or relating to sinkage of any Products supplied measuring at or less than 10mm measured using a 3 metre straight edge placed on the surface of the driveway, path or patio or at less than 2mm between adjacent units stated in table B3 Surface Regulations BS7533 or any subsequent amendment to or replacement thereof.
7. Whilst the Approved Installer shall endeavour to make good any remedial work in a colour, pattern and finish the same as that originally supplied. The Approved Installer does not guarantee that any repair or replaced Product will be an exact match or recreation due to the effects of natural weathering, non-availability of materials or cessation of product lines.
8. The Approved Installer shall have no liability under this Guarantee unless the Customer shall have served on the Approved Installer written notice of the defect complained of, within 7 days of the Customer first becoming aware of the same.
9. The entire aggregate liability under or in connection with this guarantee shall not exceed the Approved Installer Contract price paid in respect of the Works.
10. All warranties, conditions or other terms implied by Statute or Common Law are excluded to the fullest extent permitted by law.
11. This guarantee is solely between the Customer and the Approved Installer. Brett Landscaping Limited has no liability whatsoever in respect of the installation by the Approved Installer and the Approved Installer has not, and is not, acting as an agent of Brett Landscaping Limited.
12. Where the Product is sold under a consumer transaction (as defined by the consumer transactions (Restrictions on Statements) order 1976 or any subsequent amendment thereof) the statutory rights of the Customer are not affected by this Guarantee.
13. If any provision of this Guarantee is held by any competent authority to be invalid or enforceable in whole or in part the validity of the other provisions of this Guarantee and the remainder of the provision in question shall not be affected.
14. This Guarantee shall be governed by the Laws of England and customer agrees to submit to the non-exclusive jurisdiction of the English Courts.
15. This Agreement shall be governed by the laws of England.

it to Brett Landscaping Limited in order to validate your 10 Year

Membership No:

69

of the Brett Approved Installer Scheme.

Ref BP/AU/5Y 0411 Rev1