

# Pacific Installation Service - Terms and Conditions

## 1. Introduction

1.1 These Terms and Conditions govern the assembly and installation services provided by the Pacific Installation Teams.

1.2 These Terms do not affect your statutory rights under applicable consumer protection laws, including the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Rights Act 2015.

## 2. Definitions

2.1 In these Terms:

- "We," "us," or "our" refers to Pacific Lifestyle Limited Installation Teams.
- "You" or "your" refers to the customer.
- "Variations" refer to any additions, omissions, or substitutions to the agreed work, fittings, or fixings.

## 3. Price Estimates and Quotations

3.1 We base our prices on a regular installation service and based on the information provided by you, such as ground preparations, site measurements etc. Changes in requirements before work begins will result in a revised quotation.

3.2 Any variations after work has commenced, will be subject to a fixed price agreed between both parties.

3.3 You will bear any additional expenses for changes due to incomplete information, defects in existing installations, or extensive work requirements.

## 4. Unforeseen and Unexpected Costs

4.1 You are responsible for covering additional costs for unforeseen work, services, or fittings required to address unexpected issues or events beyond our control.

4.2 It is your responsibility to:

- Ensure any necessary groundwork is completed before our team arrives – see our Pre-Installation Guide for details
- Measure the assembly site accurately and ensure sufficient safe space for the structure

4.3 If our team cannot perform the assembly due to inadequate site preparation, we reserve the right to apply a charge upto the full assembly costs or deduct these costs from any refund if the order is cancelled after our team surveyed the site

## 5. Liability

5.1 Our liability extends only to the work we carry out. We are not liable for defects in existing installations or for parts not manufactured or supplied by us.

5.2 We are not responsible for any loss, damage, or injury caused by your actions or those of household members or visitors before, during, or after the work.

5.3 We undertake our work with the best possible care and you accept that we are not liable for any damage to your decking, patio, garden, or property caused by anchoring the pergola using bolts, anchors, or similar devices.

5.4 It is your responsibility to ensure that the ground surface is prepared. While pergolas can be installed on hard or soft surfaces, the surface should be level and capable of securely anchoring the structure. For pergolas installed on slabs or brick-paved patios, we recommend an additional concrete base under each leg. This allows anchoring through slabs or bricks into the concrete. However, if you consider the existing surface sufficiently secure and no additional work is needed, you will accept that we will not be liable for any subsequent damage or injury, which might occur to the pergola, your property or individuals.

5.5 All advice provided by us is given as an opinion only and accepted at your sole discretion and risk.

5.6 We will not be held liable for damage to pergolas moved or damaged by wind due to unsecure anchoring, which was approved by you.

5.7 If issues with installation arise within 14 days of the installation date, we will arrange for our team to address the issue. After 14 days, the installation is deemed complete and a call-out fee of £100 will apply.

## **6. Health & Safety**

6.1 We take reasonable measures to ensure a safe work environment, and we expect the same from you. We are not liable for any damage or injury due to your actions or those of household members or visitors.

6.2 We reserve the right to refuse work if the environment is unsafe, illegal, or poses a risk to others.

6.3 If you observe any unsafe conditions, equipment, or materials, you must inform us immediately.

6.4 If asbestos or other hazardous materials are discovered on-site, we may cease work until they are removed per regulations. The cost of removal is your responsibility.

## **7. Duty of Care**

7.1 We acknowledge our duty of care in terms of materials, workmanship, security, and property. We will conduct our work with reasonable care.

## **8. Building Regulations**

8.1 We reserve the right to refuse any work that breaches or potentially breaches Building Regulations.

## **9. Services & Waste**

9.1 You will provide and cover the cost of any power and water required for the work along with access to sanitary facilities.

9.2 We will remove product packaging unless otherwise agreed. Other waste removal is your responsibility.

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