

Legal notice

Essential Terms You Need to Know

Terms and Conditions

Name of company

R.T.PROPERTY DEVELOPMENT

Registered office

West yorkshire

Contact details

Richard

info@rtpropertydevelopment.co.uk

07480969246

[HOME](#)

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It is very important that you read these
Terms and Conditions

[Clearpay Terms and Conditions CLICK HERE](#)

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, contact us using the details referenced above.

Application

1. These terms and conditions will apply to the purchase of the service and goods by you (the **customer** or **you**).
2. We (the **supplier**, or **us** or **we**) are R.T.PROPERTY DEVELOPMENT.
3. These are the terms on which we sell all services to you. By ordering any of the services, you agree to be bound by these terms and conditions.

Interpretation

1. **Consumer** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft, or profession.
2. **Contract** means the legally-binding agreement between you and us for the supply of the services.
3. **Delivery Location** means the supplier's premises , the customer's premises or other location where the services are to be supplied, as set out in the Order.
4. **Goods** means any goods that we supply to you within the services, of the number and description as set out in the order.
5. **Order** means the customer's order for the services from the supplier as set out.
6. **Services** means the services, including any goods, of the number and description set out in the order.

Services

1. The description of the services and any goods is as set out in our website, brochures, leaflets, or other forms of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in size, shape or design of any goods supplied.
2. In the case of services and any goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
3. All services are subject to availability
4. We can make changes to the services which are necessary to comply with any applicable law or safety requirements. We will notify you of these changes and of any additional costs or timescale amendments these may incur.

Customer Responsibilities

1. You must co-operate with us in all matters relating to the service, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the services and obtain any necessary licenses and consents (unless otherwise agreed).

2. Failure to comply with the above is a customer default which entitles us to suspend performance of the service until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Basis of Sale

1. The description of the services and any goods in our website, brochures or any other form of advertisement does not constitute a contractual offer to sell the services or goods.
2. When an order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
3. A Contract will be formed for the services ordered, only upon, or if earlier, the start of our delivery of the services to you. This includes time spent on administration work related to your order.
4. Any quotation or estimate of fees (as defined below) is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
5. No variation of the contract, whether about the description of the services, fees or otherwise, can be made after it has been entered into unless the variation is agreed by you and us in writing.

Fees and Payment

1. The fees for the services, the price of any goods (if not included in the fees) and any additional delivery or other charges are set out in our prices current at the date of the order or such other price as we may agree in writing. Prices for services may be calculated on a fixed fee or a standard rate basis.
2. Fees and charges include VAT (where appropriate) at the rate applicable at the time of the order.
3. Payment for services must be made. You must pay, using any of the methods stated on our website, with your order and we can take payment immediately or otherwise before delivery of the service.
4. A non-refundable deposit of 50% of the total value of the order will be required prior to commencement of any services.
5. In the case of large projects, we may ask for the cost of all materials up front, prior to commencement of any services.

Delivery

1. We will deliver the services, including any goods, to the delivery location within the agreed period, or failing any agreement:

2. In the case of services, within a reasonable time; and
3. In the case of goods, without undue delay and, in any event, not more than 60 calendar days from the day on which the contract is entered into.
4. In any case, regardless of events beyond our control, if we do not deliver the services on time, you can request us to reduce the fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the fees or charges but may not include refunds for goods already delivered.
5. In any case, regardless of events beyond our control, if we do not deliver the goods on time, you can treat the contract at an end if: i) We have refused to deliver the goods and service, or if delivery on time is essential considering all the relevant circumstances at the time the contract was made, or you said to us before the contract was made that delivery on time was essential; or ii) After we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances, and we have not delivered within that period.
6. If you treat the contract at an end, we may (in addition to other remedies) promptly return all payments made under the contract for the services not rendered.
7. If you were entitled to treat the contract at an end, but do not do so, you are not prevented from cancelling the order for any goods or rejecting goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the contract for any such cancelled or rejected goods. If the goods have been delivered, you must return them at your cost or allow us to collect them from you.
8. If any goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods of the character of the unit) you cannot cancel or reject the order for some of those goods without also cancelling or rejecting the order for the rest of them.
9. We do not generally source deliveries from outside of England and Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands. If at your request however, we accept an order for delivery from outside this area, you will need to pay any associated import duties or other taxes as we will not pay them.
10. You agree we may deliver the goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
11. If you or your nominee fail, through no fault of ours, to take delivery of any goods at the delivery location, we may charge the reasonable costs of storage and /or redelivery.
12. The goods will become your responsibility from the completion of delivery or customer collection. You must, if reasonably practicable, examine the goods before accepting them.

Risk and Title

1. Risk of damage to, or loss of, any goods will pass to you when the goods are delivered to you.
2. You do not own the goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the goods still owned by you, in which case you must return them, at your cost, or allow us to collect them.

Withdrawal

- You can withdraw the order by telling us before the contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability. Any deposit you have made is non-refundable.

Conformity

1. We have a legal duty to supply the goods in conformity with the contract, and will not have conformed if it does not meet the following obligation
2. Upon delivery, the goods will;
 1. Be of satisfactory quality;
 2. Be reasonably fit for any particular purpose for which you buy the goods which, before the contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgement) and be fit for any purpose held out by us or set out in the contract; and
 3. Conform to their description
3. It is not a failure to conform if the failure has its origin in your materials.
4. We will supply the services with reasonable skill and care.
5. In relation to the services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us, or about the services, is a term of the contract (which we must comply with) if you take it into account when deciding to enter this contract, or when making any decision about the services after entering into this contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering the contract or later).

Duration, termination and suspension

1. The contract continues for as long as it takes us to perform the service
2. Either you or we may terminate the contract or suspend the services at any time by a written notice of termination or suspension to the other if that other:

1. Commits a serious breach, or series of breaches resulting in a serious breach, of the contract and the breach either cannot be fixed or is not fixed within 14 days of the written notice: or
2. Is subject towards its bankruptcy or liquidation.
3. On termination of the contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Successors and our sub-contractors

- We can transfer benefit of this contract to someone else and will remain liable to you for its obligations under the contract. We will be liable for the acts of any sub-contractors who we choose to help perform our duties.

Circumstances beyond the control of either party

- In the event of any failure of a party because of something beyond its reasonable control;
 1. The party will advise the other party as soon as reasonably practicable; and
 2. The party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the customers above rights relating to delivery.

Excluding liability

We do not exclude liability for; (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time the contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft, or profession which would not be suffered by a consumer – because we believe you are not buying the services and goods wholly or mainly for your business, trade, craft or profession.

Variation

1. We may revise these terms and conditions from time to time.
2. The revised terms and conditions shall apply to the use of our services from the date of publication of the revised terms and conditions on the website, and you hereby waive

any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

3. If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we may terminate any contract you currently hold with us.

Governing Law

1. These terms and conditions shall be governed by and construed in accordance with English law.
2. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

CREDIT:

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