# TERMS AND CONDITIONS



### Updated Date: 01/01/2025

### Photographs

 Kamox reserves the unequivocal right to photograph the project before, during, or after completion for the explicit purposes of maintaining records and/or for marketing endeavors. Copies of said photographs will be made available to the Client; however, the copyright shall unequivocally remain with Kamox Limited. Should the Client wish to refrain from having their property utilised for marketing purposes, they are kindly requested to inform us accordingly within 24hrs of the start date.

#### **Resin Bound Surface Repairs**

- Kamox warrants to the Client that any resin bound surface repairs, if laid upon a base layer also installed by Kamox or Kamox approved contractor, are fully guaranteed for degradation, subsidence and cracking for a period of 3 years, encompassing both workmanship and materials. Kamox shall undertake the necessary repair work, exempt from charge.
- 3. Kamox warrants to the Client that any resin bound surface repairs, if laid upon a base layer installed not by Kamox or Kamox approved contractor, are only guaranteed for workmanship. Kamox shall undertake necessary repair work, exempt from charge.
- 4. For all of our resin-bound repairs, we will colour match our repairs using the same coloured, or best-matched aggregate stone and we will match the best way possible. However, please note there may be colour differences due to different aggregate batches, your existing surface not being UV resistant or that your existing driveway being faded.

#### **Resin Bound Surface Crack Repairs**

- 5. Kamox warrants to the Client that our resin bound surface crack repairs, if repaired upon a base layer also installed by another contractor, are only guaranteed for workmanship. Kamox shall undertake the necessary repair work, exempt from charge.
- 6. For all of our resin bound crack repairs, we will colour match our repairs using the same coloured, or best-matched aggregate stone and we will match the best way possible. However, please note there may be colour differences due to different aggregate batches, your existing surface not being UV resistant or that your existing driveway being faded or discolored.

# **Resin Bound Surface Replenishment / Cleaning**

- 7. In the event of Kamox fully replenishing a resin-bound surface within the first three years of its initial installation by Kamox, this action shall extend the warranty period by an additional 2 years. However, if the resin-bound surface was initially installed by another contractor and subsequently replenished by Kamox, the guarantee shall solely pertain to our workmanship and materials.
- 8. While our resin-bound replenishment service fortifies the existing surface, Kamox cannot be held accountable for any future degradation, wear, subsidence, colour fading, and cracks if Kamox does not conduct the original installation.
- 9. Kamox bears no liability for any accidental trip, slip, or fall on the resin-bound surface under any specific weather conditions.
- 10. Damage resulting from high-power pressure washing is expressly not covered under warranty. Clients are encouraged to explore our cleaning service for further information.
- 11. For our resin bound surface replenishment service, vehicles must remain off the surface after cleaning until it has been sealed and fully cured. Curing times for the surface are 48 hours during winter and 36 hours during summer. If any vehicles drive on the surface after cleaning and leave marks, we cannot be held liable. In such cases, the client may be required to repay the booking deposit to have the surface cleaned again before we proceed with sealing the surface.
- 12. If we encounter unforeseen weather conditions or circumstances that prevent us from sealing the surface within 72 hours after cleaning. In that case, we will take responsibility for re-cleaning the surface at no additional cost to the client.
- 13. The Client is responsible for clearing the working area of all objects prior to the project start date. Kamox should be promptly notified of any impediments concerning the relocation of items.
- 14. Some stains, such as oil stains, may resist removal via power washing. Kamox cannot be held liable if stubborn stains are not successfully removed.
- 15. Clients are advised to ensure windows are securely closed and to promptly notify us of any compromised seals or leaks. Kamox bears no liability for damages resulting from water infiltration arising from inadequate installation.
- 16. Windows may develop spotting due to the mineral content in the water source. We shall abstain from cleaning windows unless specifically contracted for with pressure washing services.
- 17. Our biocide treatment is a chemical formulated to effectively eliminate all of the current growth within your resin-bound surface, our treatment will also help slow down any future growth. However, Kamox cannot be held liable if in the event that any growth appears in the foreseeable future. Kamox will recommend to the client the correct growth treatment product for managing any growth.
- 18. Biocide Data & Safety Document: https://my.foremostuk.com/product\_images/Downloads/B1008\_MSDS.pdf
- 19. Kamox requires the client to ensure that there is a parking space at a minimum of 7 meters within 10 meters of the property's boundaries, if in the event that Kamox turns up to start works and there isn't suitable parking on the day, Kamox may have to reschedule and the 25% booking deposit may be required again. If the client has concerns that there may be a parking difficulty on the day, please contact Kamox within 48hrs of the start date so Kamox can either reschedule at no cost to the client or Kamox will think of a safe and suitable alternative.

### Resin Bound Aggregate Surface Installation

- 20. Kamox warrants to the Client that the Resin Bound aggregate surface, if laid upon a base layer also installed by installed by Kamox or Kamox approved contractor, is fully guaranteed for 5 years, for workmanship and materials. If Kamox fully replenishes a resin-bound surface within two years of its initial installation, the warranty period will be extended by an additional two years.
- 21. Kamox warrants to the Client that the Resin Bound aggregate surface, if laid upon a base layer installed not by Kamox or a Kamox-approved contractor, is only guaranteed for workmanship. Kamox will undertake the necessary repair work, exempt from charge.
- 22. If the resin system should lose adhesion from the base to which it is applied within 5 years and such a defect has arisen from faulty materials or workmanship, Kamox at its sole option will furnish sufficient labour and materials to carry out necessary repair work only, free of charge.
- 23. A resin bound surface, when newly laid, will have a surplus layer of resin on the uppermost surface. This is a byproduct of the mixing process and is not integral to the overall structure of the surface. Over time, this layer will recede, leaving the natural stone beneath to 'weather'. Changes in colour as a result of the natural weathering process are a normal part of the product's life cycle and do not constitute faults or defects in either the materials or installation. Kamox offers a replenishment service that restores both the color and finish, which is recommended every five years to maintain the surface's optimal appearance.
- 24. Resin bound surfacing is hand finished with a steel float and some variation in finished levels is to be expected and does not constitute a defect. Level variation may be accentuated in certain natural and artificial lighting conditions such as sunrise, sunset or when lighting is set into the surface.
- 25. Kamox will endeavour to make the new surface as level as practically possible. A tolerance of 20mm per m<sup>2</sup> is allowed.
- 26. Kamox endeavors to provide a seamless finish to the surface but this is not always possible and in such circumstances a joining or expansion strip may be necessary.
- 27. Kamox will attempt to cordon off the area with barrier tape to warn not to enter the construction area, however Kamox accepts no liability from damage from any person, pet, animal, or other traffic from entering the area within 24 hours (or longer dependent on weather conditions) from completion as this is the necessary curing time. Vehicles, motorcycles, bicycles or similar, are restricted for 48 hours, and the Client should observe or make alternative arrangements with postal/delivery couriers, refuse collection or other services that may inadvertently enter the restricted area during the curing time.
- 28. It is important to note that the resin bound system is only suitable for use where the maximum weight of a vehicle using the surface does not exceed 3.5 tonnes and as such, the warranty will not extend to such circumstances.

The guarantee does not cover the following:-

- 29. Damage caused by forceful impact, point loading (inc. high heels), other mechanical damage and excessive usage.
- 30. Damage caused by reflective cracking or subsequent damage caused by reflective damage from the underlying base.
- 31. Damage caused by stones in tyres or dry steering.
- 32. Damage or staining caused by chemicals, solvents (general external agents).
- 33. Damage caused by repairs made to, or adjacent to, the surface or underlying structural layers.
- 34. A decrease in permeability caused by ingress of dirt, fine materials or other causes. Mineralogical variations (this includes rust spotting) in the aggregate, which have an effect on its aesthetical or, physical or mechanical properties.
- 35. Damage as tree roots and deformation of any under laying structural layers or sink-age. Whilst resin bound surfacing is porous, it is only as porous as the natural soils will allow and in some circumstances will puddle for a short until it is allowed to disburse.

- 36. Any severe cracking forming within the surface will be mass filled by the company.
- 37. Damage or staining caused by chemicals, including cleaning products, certain weed killers, lawn feeds, and similar substances.
- 38. Damage caused by high power pressure washing, cleaning can be carried out by light pressure washing with care taken not to directly center high pressure water to a concentrated area.
- 39. Accidental trip, slip, or fall on the resin-bound surface under any specific weather conditions.

### Water and Electrical Usage

- 40. By accepting the quotation, the Client grants Kamox Limited the explicit right to utilise an on-site water supply and electricity as necessary to complete the project, devoid of compensation. External sources will incur additional charges.
- 41. The responsibility rests with the customer to ensure the on-site water supply is operational and in working order prior to our arrival. Additional charges may be applicable if water is unavailable.

# Courtesy

- 42. For the duration of any works, we kindly request that individuals and pets refrain from accessing the work area for their own health and safety.
- 43. The client is responsible for clearing the working area of all objects prior to the project start date. Kamox should be promptly notified of any impediments concerning the relocation of items. If Kamox has to clear the working area, we will not be responsible for any damages. It is incumbent upon the Client to safeguard electrical and mechanical items susceptible to water damage during the course of work.

# Scheduling

44. Kamox cannot be held responsible for delays outside our control. If our supply of the goods and/or services is delayed by an event outside our control, including but not limited to delays due to adverse weather conditions, then we will contact you to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods and/or services you have paid for but not received.

# **Payment Terms**

- 45. Upon acceptance of the quotation, Kamox will agree on a suitable date and time with the client, weather permitting. Once a date and time have been agreed upon, Kamox will raise a 25% booking deposit invoice. The deposit is inclusive of VAT at the prevailing rate.
- 46. The deposit is subject to refund, deductive of any costs incurred by Kamox Limited, provided written notice is furnished at least 30 days prior to the commencement date.
- 47. The remaining 75% of the Price shall be settled by the Client within 14 days of Kamox notifying the Client of completion of the Services.