

These terms and conditions explain the rights and responsibilities of the client and OCTA (OCTA GROUP LIMITED).

By accepted a quote, paying an invoice or using OCTA and ANY of its divisions, you are accepting these terms and conditions and waive the right to raise complaint on any point listed.

1. OCTA will provide all customers with a written quotation, which will include sufficient detail for the completion of the works. If any clarification is required, please contact us so that we can provide it. Extra works can be provided subject to a written confirmation including cost.
2. A 'contract' with OCTA is an agreement by the client to have work undertaken based on a written quotation headed 'Quote/Estimate' submitted directly to the client on an official OCTA letterhead and is a clear and straightforward undertaking between the two parties to form a contract. If a Velux is ordered and a deposit is paid, if the job is cancelled, the Velux are not returnable. The price of the Velux may be calculated based on prices from Velux direct regardless of where ordered.
3. Once a quotation has been accepted (either verbally or in writing) and the client has paid their deposit, then a contract has been entered into and these terms will come into effect. Quotes are valid for three months from the date on the quote, unless otherwise specified.
4. Once the client has entered into a contract with OCTA, by paying their deposit, agreeing to the works or accepting quotation, there is no cooling off period should they wish to cancel the contract. Any materials ordered are non refundable. We reserve the right to reschedule at any time based on staffing, weather, material difficulties, illness or delays in prior projects.
5. All prices quoted are calculated on the basis of free access and unimpeded working during our normal working hours (8am – 5pm Mon – Fri), unless otherwise agreed. Please note that we may be on site until 6pm or on a Saturday. We will get prior agreement with the client should this happen.
6. It is the customer's responsibility to arrange planning permission, building control and any utility changes (eg Anglian Water). If planning permission is required for the work, OCTA may request to see proof that this has been agreed prior to beginning work. ANY SURVEYING OR PLANNING VISITS MUST BE COMMUNICATED PRIOR TO THEIR VISIT IF INVOLVING OUR WORK OR JOB.
7. Commencement of work is under the assumption of uninterrupted work for the duration of the contract and in accordance with planning permission where applicable. OCTA will not be held liable for any costs incurred as a result of delays due to unforeseen circumstances. (eg planning permission delays resulting in work having to stop, a pandemic).
8. OCTA will agree all practical arrangements with regards to working methods with the client in order to provide minimum disruption to the client and allow work to be carried out efficiently by the contractor.
9. Free access is required for delivery of building materials, plant, machinery, skips etc. Deliveries from our suppliers come from different couriers. If items are being delivered direct to the customers address, then the customer has the duty to check the items are okay. Once delivered to the customer, they are the responsibility and property of the customer to store or protect correctly until we visit to complete works. We are happy to assist in moving or protecting them if asked with prior notice, this may be chargeable. We do not and cannot accept any liability to damage to materials, property or customers belongings during courier deliveries. Tracking numbers and/or delivery days can be provided where possible. If a delivery is arranged, and the customer is not in, there may be a charge from some couriers for a re-delivery, this is at the cost of the customer. When materials are involved, we act as a 'order for customer' service, where we order the materials on behalf of the client using the deposit paid by the customer.
10. All used, or removed materials on-site remain the property of OCTA and will be disposed of accordingly unless otherwise agreed.
11. OCTA may directly employ or sub contract labour to work on site. Each sub-contractor takes full responsibility for their own third party liability. OCTA will oversee all works to completion and takes full general and operational responsibility in the running of any contract agreed with the client.
12. OCTA will provide a payment plan to the client prior to commencement of works. This will usually include at least a 50% deposit, staged payments and an end payment upon completion of works. Deposits are non-refundable and allow OCTA to book work in and agree a formal start date for works and purchase materials. Please note: In the very unlikely event that OCTA have to cancel your work, your deposit will be fully refunded. Octa Group Limited have the right to charge cancellation fees and additional costs for extra visits, trips or travel incurred at no fault of their own.

**PAYMENTS CANNOT BE HELD FOR WEATHER TRIALS OR FOR ANY OTHER REASON, AND MUST BE PAID ON TIME. LEGAL ACTION MAY BE TAKEN.**

13. Invoices will be sent out prior to the relevant payment date and each invoice will serve as a receipt for payment. Payments must be made in a timely manner or work progress may be impeded or ceased (in the case of non-payment). Payments can be made by cheque or cash but bank transfer is our preferred method. All invoices include our bank details for bank transfers.

14. Insurance – Public Liability and Employers' Liability: OCTA has Public Liability Insurance and Employers' Liability to the sum of £5,000,000. All usual general building practices are covered within our insurance policy.

15. All client information is retained in accordance with the Data Protection Act 1988 and all personal and other client details will remain confidential.

**16. Guarantees: All customers will benefit from a full guarantee on our workmanship for a period of 1 months or more. Guarantees on materials run in accordance with manufacturer's warranty periods where applicable. Our guarantee covers all new work and new materials used in construction or repairs, but does not guarantee the integrity of any existing structures, materials or decorations. In the event of a failure beyond the guarantee period we will be happy to investigate the cause and negotiate a solution to the problem without delay and carry out any agreed repairs as soon as possible. Customers must make us aware of any issues within 5 days, in writing, otherwise we cannot be held accountable. Charges may apply for remedial work carried out beyond guarantee dates or to items not covered by our guarantee. We cannot provide any guarantee when bonding new materials (such as felt) to existing roofs (like old felt) unless otherwise specified, in this circumstance we recommend the whole roof be changed to ensure the guarantee. In this case, we would only guarantee the fitting of the window (fixing) and its components and accessories. Please note: Decorations are signed off on completion and not covered by guarantee. Plastering work is covered by a 6 month guarantee. Please note we provide a 6 month guarantee for plastering work to allow for settling in time. We therefore strongly recommend delaying any decorating for this period. PAYMENTS CANNOT BE HELD. GUARANTEES ARE ONLY VALID AND SENT/PROVIDED ONCE FULL PAYMENT HAS BEEN MADE.**

**PAYMENTS CANNOT BE HELD. GUARANTEES ARE ONLY VALID AND SENT/PROVIDED ONCE FULL PAYMENT HAS BEEN MADE.**

17. No responsibility is taken by OCTA for the presence of perished or rotten timber (or any other perished or rotten materials) in existing structures such as doors, windows and frames whether detected or undetected at the time of contract. Octa Group Limited are not liable for any defects developed with any materials. The suppliers information can be given if needed for the client to make a complaint. Octa Group Limited are only a contractor and will always attempt to locate and use good quality materials from suppliers. If materials have to be altered, adjusted or changed in any way, they are no longer guaranteed by the supplier, for example, painted, cut or fixed to.

18. We will not be held responsible for the suitability of the existing boilers ability to provide for additional plumbing works. If the existing boiler is found to be unsuitable, this shall be discussed with the client and any parts required shall be supplied at trade cost. If we have to remove existing radiators for any reason (eg plastering) we will not be held responsible for their effectiveness once they are replaced.

19. OCTA will endeavour to protect existing surfaces with the use of dust sheets and loose plastic sheeting etc along with care in our working practice. However, responsibility for protection from damage of any existing surface or fabrics etc is the responsibility of the client. Arrangement can be made to put in place protection of existing surfaces, over and above our basic cover, at a negotiated additional cost. We strongly recommend the clients moves any expensive or sentimental items before work commences. If we are required to move furniture to undertake our work we will not be held responsible for any breakages or stains that may occur. We advice clients to keep all valuables and expensive items safe and secure for the duration of the works, as we cannot be held liable for any theft or loss.

20. Discounts and retentions: Prices are based on the understanding that no retentions are held unless previously arranged and authorised. No Main Contractor or Sub Contractor discounts are given unless agreed and confirmed in writing.

21. We will endeavour to employ a helpful attitude at all times and will always attempt to bring the building works to a satisfactory conclusion as soon as possible taking into account weather conditions, availability of specialist materials and unforeseen circumstances etc.

22. OCTA take pictures of the progress of our projects. We reserve the right to use these pictures in our portfolio of work, on our website and on various social media websites for marketing and information purposes. Please let us know via email at the start of your work if you are not happy with this.

23. At OCTA, we DO NOT tolerate rude, abusive, hostile or physically harmful behaviour. Threats will be reported to the police. If at any point we feel any hostile behaviour towards us or our team, we will stop work immediately. This includes an after sales, after care or rectification of any issues. By accepting these terms and conditions you are agreeing to this. In the case that we retract from business with a customer, the customer MAY NOT tarnish our name or brand in ANY

way. If you do not agree to these terms, please do not accept a quotation or commence a business relationship with OCTA GROUP LIMITED. Any payments made will be used to cover materials and time invested.

24. Velux installations and replacements sometimes require making good internally. We do not complete this unless specified in the quotation. If you are quoted for a window install only or window replacement only, then no internal works are included (plastering, painting, filling, corking). When replacing some Velux, they are not always a direct fit, and therefore some making good is required internally. We are happy to quote for these additional works if required. Velux installations for customers who have had or are having structural engineer / architectural drawings done, will be subject to approval from the company doing so. We cannot be held responsible for incorrect orders if a drawing is present and its communicated that the job is doable by the engineer or the customer. If works are started and the job isn't possible, our time, travel and any material costs incurred besides deposits are chargeable. Our hourly charge can be up to £100 per hour, fuel costs at £2 per mile, per vehicle. Material costs will be supplied. As mentioned in point 2, Velux windows are non returnable. Only in special circumstances may we make an exception depending on the supplier, but there may be charges such as restock charges or percentages. Any refunds agreed will be processed within 30 days. If out of good will we do refund an order, then as per these t&c's, you agree not to leave negative reviews or feedback regarding any issues occurred.

25. All orders for materials, including Velux Windows on behalf of, or for customers jobs (using deposits) are non returnable and non refundable. In the event of a cancellation, the units are to be delivered and charged at Main Supplier pricing at the time of cancellation. In rare circumstances, we may need to cancel the work or job. We reserve the right to cancel at any time. **If we cancel**, and materials have been ordered and stocked OR delivered (to us or to the customer), they will be returned at our cost, including courier charges and re-stocking fees. Once we receive the money back then customers will be refunded. Materials ordered with deposits are ordered on behalf of customers, meaning refunds can take up to 30 days.

26. Adverse weather: In the instance of bad weather, see here: [https://en.wikipedia.org/wiki/Severe\\_weather](https://en.wikipedia.org/wiki/Severe_weather) - then we are unable to guarantee any works. Guarantee covers only normal weather not freak weather such as listed in the link. We will make every attempt to ensure jobs in progress are watertight and safe. In the event that a leak or issue occurs when adverse weather is happening, we will make every attempt to help rectify. We monitor 2 weather apps and make all decisions on time scales based on their forecast, any damage caused due to a difference from what was forecasted at the time of the decision, we cannot be held accountable for. Adverse weather can range from freak thunderstorms and torrential rain to high heat temperatures, high winds and extreme snow. In the event of an issue, please re-read point 23. - this is a strict policy.

please contact [info@octa.uk.com](mailto:info@octa.uk.com) for any issues.

ANY DELAYS IN WORKS WILL BE CHARGEABLE. WE RESERVE THE RIGHT TO HAULT WORKS AT ANY POINT. ANY MONIES DUE WILL BE INVOICED.