

pavingexpert.com



Paving and Hard-landscaping Consultancy

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Terms and conditions for layout designs:

Basic requirements:

To prepare a layout design for a client, three items are required:

- 1 a dimensioned sketch showing the area to be paved, along with any other pertinent features
- 2 a list of the paving materials, with their sizes, that are to be used
- 3 payment for the design work.

Pre-payment is required because of the deceitful actions of a small number of clients who have commissioned design work and then vanished into thin air when payment is requested. If you don't agree with pre-payment, or don't think you can trust what is a well-established and well-respected website, then you should look elsewhere. I want clients to trust me and to have confidence in my skills.

Outline sketch:

From the sketch and quantities information, an outline sketch is prepared to ensure the supplied dimensions tally, and to give the client an opportunity to double-check everything before design work commences. The client is required to confirm by return of email and/or by making payment that the outline sketch is correct before the design work is started.

Minor changes (no more than 10 minutes work) to the outline drawing can usually be made free of any additional charge.

No more than three attempts to prepare a working outline drawing from client supplied data can be made without incurring further charges.

Problems with sketches:

On projects where I am asked to scale from drawings prepared by others, or I need to repeatedly request re-measures because supplied dimensions are proving to be unplottable in a CAD system, a charge for the time spent preparing the initial outline sketch, rounded up to the nearest 15 minutes, may be imposed at the current hourly rate.

Any amendments or alterations to a completed layout design required due to errors in the outline sketch and/or materials list provided and verified by the client is chargeable work. I try to be reasonable and have often amended minor errors (no more than 10 minutes' work) free of charge, but I cannot be expected to work for no reward when the error is not mine.

Design errors:

On the exceptionally rare occasion when an error is down to me, I will make good as quickly as possible, with good grace, and with no charge. None of us are perfect and anyone who believes they never make mistakes is delusional.

Aesthetics:

I endeavour to create the best-looking layouts possible with the materials to hand, but in a very small number of instances (only twice in over 400 designs undertaken in 2010), the client may not agree that the completed design is the best-looking possible.

Layout design is largely subjective. I undertake commissions to design layouts on the express understanding that I can only produce what I consider to be 'best-looking'. I'm obviously disappointed if a client doesn't like the design, but I cannot and will not issue a refund because a client disagrees with my aesthetic sensibilities.

Drafts for review:

To keep costs to a minimum, I cannot provide drafts for approval prior to finalising a design.

I did provide this service many years ago, but it was abused by some clients who seemed to enjoy bouncing back perfectly good designs for the meaningless minor of alterations which, as far as I could see, were neither necessary nor warranted.

So, in line with the comments above regarding aesthetics, you either trust me to produce a great looking design or you find someone else.

On more complex designs (not straightforward patios and driveways with modular flagstones) I can offer a draft review service but modifications will incur additional cost. Should you think this type of service would be useful to your project, discuss with me before commissioning the work so that both of us are clear about what will or won't be done.

Liability:

In the vast majority of cases, the designs are produced based on information supplied by the client or a third party, and I never get to see the actual site. Consequently, I cannot guarantee that the design is suitable for the site. My liability is strictly limited to the cost of the design work.

If an unsafe or unsuitable design is requested, this will be brought to the attention of the client, who will be required to sanction continued work on the design on the explicit understanding that no liability whatsoever can be accepted.

Non-standard designs:

With non-standard commissions, such as projects using non-modular sizes of paving units or specific ratios of sizes, it may not be possible to produce an aesthetically pleasing or any other form of layout. However, it is often not possible to determine in advance whether a good-looking layout is achievable until preliminary work is done to manipulate the available units on a plan and then review what can and/or cannot be done. In all such cases, the client will be notified before the commission is accepted that the work is exceptional and subject to the following additional condition.

Should it prove to be impossible or impractical to develop a layout, a refund cannot and will not be issued because the client has effectively commissioned me to spend time researching the *possibility* of a suitable layout, not to guarantee the production of such a layout.

Delivery:

The completed designs are typically provided via email as PDF documents and by first class post as full-colour prints, including a laminated copy of each drawing. With the best will in the world, no postal service is perfect and very, very occasionally, a mailing may go astray. I cannot accept any responsibility whatsoever for this situation: it is simply beyond my control.

Should a mailing not arrive within 48-72 hours, please notify me and I will gladly send out a new document set at no additional cost to the client.

When the printed design documents are required urgently or by a fixed date, it is usually possible to arrange a guaranteed next-day delivery at additional cost. Please let me know in advance if this service will be required.

Trust and fair play:

If you think you may not like the work I produce, object to these basic terms and conditions, or have some fanciful notion that I will play about with a rag-bag assortment of flagstones and paviers to see what is possible and not expect payment for the time spent so doing, I would prefer you to try your luck elsewhere.

I strive to treat clients as fairly as possible, and in return, I expect clients to treat me fairly. It is unfortunate, but due to the selfish, dishonest and underhand tactics employed by a thankfully small number of clients over the years, these terms and conditions have become necessary to ensure fair reward for fair work.