

CONDITIONS OF CONTRACT

- 1) ALL Estimates/Quotations are based on present costs of materials, transport, plant and labour and will be subject to adjustment for any National increases, including Government levies, contributions etc. **Building control fees are not included unless otherwise stated**
- 2) The Company is not responsible for damage caused by fire etc.
- 3) **Where other trades employed by the client are carrying out works that are left unfinished at the time of this company's completion of its works, the client will have the option of negotiating at an extra charge for us to complete these works to a satisfactory standard to allow us to obtain final inspection and a completion certificate by the Local Authority surveyor. Excess payments will apply if we are unable to reach our completion due to hold ups from clients own trade contractors.**
- 4) **Interim payments shall be required as requested at our discretion, or as previously agreed prior to commencement of works and received within 5 days of date of application.** The Company reserves the right to charge interest on overdue accounts at a rate of 3% bank base rate per annum. In the event of a non payment, the Company also reserves the right to withdraw its labour, plant and materials, until such time as the account is settled and charge for any consequential costs. **Final, single and one off payments are to be made at the completion of the works, agreed extra works are to be paid for at our discretion or in full when completed, late payment charges will apply without notice.**
- 5) The Company shall require free reasonable use of electricity, water and your welfare facilities for the duration of the works.
- 6) Where arial, satellite cables, or telephone wires pass through or are attached to works that have to be replaced, or disturbed, whilst every care will be taken to prevent damage to same, the company will not be responsible for replacement in the event of a unavoidable fault that might appear during or after works have been carried out. Alteration or re positioning works of any description of clients alarms or air conditioning systems are to be carried out by specialist contractors at the clients own expense, (It is assumed that these items will be covered by clients own existing maintenance contracts).
- 7) If the estimate appertains to an insurance claim, we have to advise you that unless previously agreed the company will expect payment in FULL under the terms of the contract, by the person, or persons to whom the invoice is addressed, the company cannot wait to be reimbursed by the clients Insurers or until the insurance company reimburses the client.
- 8) All complaints of faulty workmanship or materials must be notified to the Company in writing as soon as reasonably practicable . (this excludes minor shrinkage or movement of live materials such as timber and plaster etc.).
- 9) The term MAKING GOOD where it appears on the Estimate/Quotation shall under no circumstances include painting or final decoration , unless otherwise stated by the Company in writing.
- 10) In occupied buildings it is assumed that our working areas will be clear of furniture and carpets and we will be given continuity of work. We will sheet up furniture and carpets left down, although every care would be taken, we cannot take responsibility for damage to same, unless it is caused by our negligence.
- 11) The term Estimate is given to mean that at the time of inspection this was the deemed cost of the works and is not a fixed price until agreed by both parties.
- 12) All Estimates/Quotations are valid for 3 months from date of issue, and acceptance of it will deem the client to have read and to abide by all the above mentioned terms and conditions
- 13) **All goods and materials on site remain the property of the company until paid for in full.**
- 14) All our works are covered with a standard 12 month warranty(workmanship) from the date of the final invoice.
- 15) In the unlikely event that there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible. Where we cannot resolve any complaints using our own complaints procedure, as a Which Trusted Trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact 0117 456 6031or via their website <http://www.dispute-resolutionombudsman.org/which-trusted-traders-partnership>

The company carries 2 million pounds public liability & 10 million pounds employers liability insurance cover with Everest Syndicate 2786 at Lloyds. In conjunction with FMB

PLEASE CONFIRM THE ACCEPTANCE OF ESTIMATES/QUOTATIONS IN WRITING