

Terms and conditions of business

Nothing in this document shall restrict the statutory rights of the consumer.

Our objective is to ensure that the customer has a satisfactory experience and if you have any issues please talk to us. To clarify, here are our terms and conditions:

GENERAL

1. These terms and conditions together with the details set out overleaf, are intended to contain all the terms of the agreement between us (the Company) and you (the Customer) relating to work described overleaf (the Work). If you wish to rely on any amendment or addition, you should ensure it is confirmed in writing by one of our duly authorised representatives.
2. If we agree any variation to the Work, this shall be deemed an amendment to this Agreement rather than a new Agreement.
3. This Agreement is made in England and shall be subject to the exclusive jurisdiction of the English courts and shall be governed and construed in accordance with English law.
4. The Customer will warrant that any Property supplied, or any premises attended is under their ownership or their control or they hold authority to enter into this Agreement for the Work to be done.

ESTIMATES

5. An estimate is our considered approximation of the likely cost of the Work and is valid for 30 days from when we send it to you.
6. If the supplier to us changes the published price after the date of the estimate, we will notify you of any consequent changes in the price of the estimate.
7. Unless otherwise agreed in writing, if it appears during progress of the Work that the estimate will be exceeded by more than 10% (ten per cent) of the total, we will notify you and not continue with the Work until you have expressly authorised us to continue.
8. If you do not accept the revised estimate, we may charge you for costs at our published rates.
9. All estimates are exclusive of Value Added Tax.

COMPLETION AND PAYMENT FOR WORK

10. We will use our best endeavours to complete the work within the timescales indicated, but will not be liable for delays due to any cause outside of our control.
11. We shall be entitled to sub-contract all or any part of the Work, but will be responsible for the quality of the sub-contractors work.
12. If for any reason we do not carry out the Work in full, we will only charge you for the Work performed and any committed costs which cannot be avoided.
13. A 50% payment is required on commitment. We will notify you when the work is complete. You must pay the remainder for the Work on completion unless you have agreed an account upon or prior to completion.
14. All payments must be made in cash, by debit/credit card or by BACS transfer. Cheque payments are not accepted. Account payments are due at the end of the calendar month in which they are invoiced.
15. We are entitled to retain properties until you have paid for the Work in full.
16. If you fail to pay the full amount due:
 - a. within 7 days of being notified that the Work is complete, we may charge you for interest or storage at our published rates; and
 - b. within 3 months of being notified that the Work is complete, we may, after giving you 7 days notice of our intention to do so, sell goods within our possession, deduct the amount owing to us (including statutory interest, storage charges and costs of sale) and pay the balance to you.

TRANSFER OF OWNERSHIP AND RISK

17. The Work will continue to belong to us until you have paid in full. You will however be responsible for any loss or damage from when they are delivered to you or your agent or customer.

LOSS, DAMAGE AND LIABILITY

18. We will carry out the Work with reasonable care and skill, and warrant that it will remain free of defects in workmanship for a period of 12 months from the date the Work is completed. However this warranty will not apply if and to the extent that a defect is caused or worsened by you:
 - a. Failing to inform us promptly of the defect and allowing us promptly to examine the goods and endeavour to remedy the defect;
 - b. Misusing or neglect;
 - c. Failing to comply with instructions from us or the manufacturer concerning the treatment, maintenance and care of the goods or to observe routine maintenance; and
 - d. Altering the goods or permitting them to be altered in a manner not approved by the manufacturer.
19. We will apply any warranty for goods incorporated by us. This is in addition to your statutory rights. Remedial work under the manufacturer's warranty may be carried out by any dealer of the manufacturer, who may repair or replace any defective goods or, if he considers repair or replacement uneconomic, refund an appropriate part of the price.
20. You must observe the instructions for use, cautionary notices or any other information we supply.
21. Except where you are acting as a consumer, and except for fraud or for death or personal injury resulting from our own negligence, we limit our liability for any breach of the Agreement to the amount you have paid for Work and expressly exclude any liability for loss of profit, goodwill or contacts and for any indirect, consequential or economic loss.

NOTICES

22. Any notice given under this agreement must be in writing. Email and post shall be deemed to have been received in due course.