

# **R T Builders & Decorators LTD**

## **Terms & Conditions**

### **for Building, Decorating & Related Services**

#### **1. DEFINITIONS**

The following expressions used in this agreement have the following meanings:

**“Supplier”** means R T Builders & Decorators LTD of Flat 9 Cairnfield Court, Cairnfield Avenue,  
London NW2 7PP;

**“Customer”** means any person who purchases Services and/or Products from the Supplier;

**“Consumer”** shall have the meaning given to it in section 12 of the Unfair Contract Terms Act 1977;

**“Products”** means any products supplied by the Supplier to the Customer;

**“Services”** means the services as described in the Proposal and includes any materials required to complete the work;

**“Proposal”** means the job specification and quotation or other similar document describing the Services and/or the Products;

**“Terms and Conditions”** means the terms and conditions of supply of Services and/ or Products set out in this document and any subsequent terms and conditions agreed in writing by the Supplier;

**“Order”** means the formal acceptance by the Customer of the Proposal;

**“Agreement”** means the contract between the Supplier and Customer for the provision of Services in accordance with these Terms and Conditions;

**“Working day”** for the purpose of contractual payments means Monday to Friday excluding public holidays.

#### **2. GENERAL**

- 2.1 These Terms and Conditions shall apply to the agreement for the supply of Services and/or Products by the Supplier to the Customer and shall supersede any other documentation or communications between the parties.

- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Supplier.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services and/or Products, by virtue of any statute, law or regulation.
- 2.3 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.
- 2.4 None of the headings in this document are to be used to interpret the Terms and Conditions. They are used for information only and are not intended to aid the interpretation of the clauses in this Agreement.

### 3. **PROPOSAL**

- 3.1 The Proposal for Services and Products is attached to these Terms and Conditions and will remain valid for **28 days**.
- 3.2 The Proposal must be accepted by the Customer in its entirety.

#### **How do I accept the Proposal? When do we have a "contract"?**

- 3.3 The Customer shall be deemed to have accepted this Proposal by placing an Order with the Supplier.
- 3.4 The Agreement between the Customer and Supplier, incorporating these Terms and Conditions, shall only come into force when the Supplier confirms an Order in writing to the Customer. Prior to any confirmation the Supplier has the right to refuse any Order.

#### **How to vary the Proposal**

- 3.5 Any variation to the Services and/or Products described in the Proposal must be agreed by the Supplier in writing.

### 4. **SERVICES, PRODUCTS AND DELIVERY**

- 4.1 The Services and/or Products are as described in the Proposal.

#### **Timing of works**

- 4.2 The Services shall commence on [START DATE] and continue until [FINISH DATE] unless terminated according to the terms of this Agreement.

- 4.2 The Services and/or Products will be delivered between the hours of 8am and 5pm on Monday to Saturday. The Supplier may vary these times by intimating in writing details of the change to the Customer.
- 4.3 Dates given for the delivery of Services are estimates only and not guaranteed. Time for delivery shall not be of the essence of the Agreement and the Supplier shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery.
- 4.4 If the Agreement between the Supplier and Customer is for the provision of Products only then the Supplier shall use his best endeavours to ensure the Products are delivered by the date agreed between the Parties for delivery. Time for delivery shall not be of the essence of the Agreement and the Supplier shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery.
- 4.5 In the event that the Supplier is unable to provide the Services or Products in the Proposal the Supplier will use its best endeavours to arrange an alternative supplier of comparable quality.

**Can I rely on the advertising materials you show me?**

- 4.6 Any drawings, descriptions or specifications contained in advertising material issued by the Supplier are for the sole purpose of giving an approximate idea of the Services and will not form part of any Agreement unless otherwise agreed in writing by the Supplier.

**Where will you do the work?**

- 4.7 The Services shall be carried out or the Products made at the Customer's property or any other location that the Supplier deems appropriate.

**5. PRICE AND PAYMENT**

**What is the price?**

- 5.1 The price for the Products and/or Services is as specified in the Proposal and is inclusive of any other charges as outlined in the Proposal. The price specified in the Proposal supersedes any estimates given to the Customer by the Supplier.
- 5.2 The price for any materials required to complete the Services is as specified in the Proposal unless otherwise agreed.
- 5.3 The terms for payment are as follows:
- 5.3.1 A non-refundable deposit of 25% will be required from the Customer prior to the commencement of any work.

5.3.2 Weekly payments will be required from the Customer as the work progresses.

5.3.3 A final payment will be required at the completion of the works described in the Proposal.

#### **What extras do I have to pay for?**

5.4 All direct costs and expenses (including for fuel where appropriate) incurred by the Supplier in connection with the provision of the Services will be re-charged at cost or according to standard charges as described in the Proposal and are payable by the Customer on production of the appropriate receipts.

#### **When do I have to pay?**

5.5 The Customer must settle all payments for Products and/or Services within 5 working days from the invoice date.

#### **What happens if I want to pay later?**

5.6 Unless otherwise agreed with the Supplier the Customer is not entitled to pay later or withhold any monies due to the Supplier.

5.7 The Customer will pay interest on all late payments at a rate of 5% per annum above the Bank of England base lending rate. The Supplier is also entitled to recover all reasonable expenses incurred in obtaining payment from the Customer where any payment due to the Supplier is late.

#### **When can the Supplier charge more or vary the price?**

5.8 The Supplier is entitled to vary the price to take account of:

5.8.1 any additional Services and/or Products requested by the Customer which were not included in the original Proposal;

5.8.2 any increase in the cost of materials;

5.8.3 any additional work required to complete the Services which was not anticipated at the time of the Proposal; and any variation must be intimated to the Customer in writing by the Supplier.

### **6. CUSTOMER OBLIGATIONS**

#### **What do I have to do?**

6.1 The Customer agrees to cooperate with the Supplier and shall provide any support, information and facilities to the Supplier as may be required.

6.2 The Customer agrees to arrange for the Supplier to undertake the works as follows.

**Things to do before the Supplier arrives:**

6.3 Unless otherwise agreed, it is the responsibility of the Customer to: remove valuable and/or fragile items from the areas to be decorated; remove pictures and other wall-hangings;

remove electrical goods;

provide access to the Supplier at the times specified in these Terms and Conditions;

provide electricity, water and toilet facilities to the Supplier for the purpose of completing the Services and/or Products;

provide the Supplier with any special instructions in relation to the use of those facilities in advance of the commencement of works;

apply for, obtain and meet the cost of all necessary approvals and permissions required to complete the Services and/or Products prior to the commencement of the work.

notify building control to arrange for an inspection of the work carried out if so required to do so in terms of the relevant building regulations unless agreed otherwise.

apply for, obtain and meet the cost of parking permits where necessary.

6.4 The Supplier can provide assistance with the repositioning and/or removal of bulky furniture items and goods, but this may incur an additional charge.

6.5 Where items cannot be covered or protected the Supplier cannot be held liable for damage to such items if they are not removed.

6.6 In the event of breakage or damage to the property, the Supplier will notify the Customer immediately and set out steps to remedy the situation. The Customer must notify the Supplier in writing within 24 hours of an alleged breakage or any damage caused by the Supplier.

**Things to do before the Supplier leaves:**

6.7 The Customer shall, with the assistance of the Supplier, identify all "snags" to be fixed before the Supplier completes the work in the Proposal.

6.8 If at the end of the job the Customer is dissatisfied with any aspect of the service, they must inform the Supplier as soon as possible. The Customer must allow the

Supplier to effect a remedy using our own trades persons and under no circumstances will the Supplier be held liable for the costs of reparations by third parties that the Supplier has not expressly agreed to in writing.

#### **Other obligations:**

6.9 The Customer shall be liable for any expenses incurred by the Supplier as a result of the Customers failure to comply with the obligations as defined by these Terms and Conditions.

6.10 The Customer shall be responsible for all waste management and disposal required unless provided for in the Proposal by the Supplier.

6.11 The Customer agrees to refrain from directly or indirectly recruiting any person employed or engaged by the Supplier for the purpose of providing the Services for a period of three years following completion of the Services.

### **7. SUPPLIER OBLIGATIONS**

#### **What does the Supplier have to do?**

7.1 The Supplier shall supply the Services and/or Products as specified in the Proposal.

7.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard.

7.3 The Supplier shall take all reasonable steps to protect furniture and floor coverings when providing the Services.

7.4 The Supplier shall take all reasonable steps to match any finish with existing materials such as internal plastering and external pebble dash or similar materials but cannot guarantee that this will be possible.

#### **Can the Supplier use other people to do the job?**

7.5 The Supplier shall have the authority to delegate any obligations to other employees or subcontractors but undertakes to notify the Customer of any significant changes to personnel.

#### **What else should I know?**

7.6 Where appropriate, the Supplier shall be registered with the relevant organisation for the purpose of self-certification.

7.7 The Supplier shall hold valid public liability insurance policies.

## **8. CANCELLATION / TERMINATION**

### **How can I cancel the agreement before works start?**

- 8.1 Before works have started, the Customer may cancel an Order for Services and/or Products by notifying the Supplier in writing within 5 working days of placing the Order and any monies paid by the Customer will be refunded in full subject to the deduction of an administration charge of £250 or as determined by the Supplier.
- 8.2 If the Customer does not notify any cancellation within the time specified in Clause any monies paid will not be refundable.

### **How can I cancel the agreement after works have started?**

- 8.3 After the works have started the Customer may cancel the Services on giving no less than 48 hours notice. Any deposit paid shall be non-refundable and the Customer must make over to the Supplier any payment for work done or Products received or ordered and expenses incurred up to the date of cancellation.

### **Can the Supplier terminate the agreement?**

- 8.4 The Supplier may terminate the Agreement if the Customer has failed to make over any payment due within 5 days of the sum being requested.

### **Other grounds for termination of the agreement:**

- 8.5 Either party may terminate the Agreement immediately by notice in writing to the other if:
- 8.5.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or
  - 8.5.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or
  - 8.5.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
  - 8.5.3 the other party ceases to carry on its business or substantially the whole of its business; or
  - 8.5.4 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

8.6 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

8.6 In the event of termination, the Customer must make over to the Supplier Any payment for work done or Products received or ordered, and expenses incurred up to the date of termination.

## 9. **GUARANTEE**

9.1 In addition to the Customer's statutory rights as a Consumer and other applicable guarantees (for example, if the Customer opts for the Dulux Select Decorator Guarantee), the Supplier guarantees that the Services and/or Products will be free from defects in materials and/or workmanship for a period of 1 month from the date that the Services and/or Products were supplied.

9.2 Clause 9.1 does not apply:

9.2.1 if a fault arises due to any subsequent mechanical, chemical, electric or other damage not due to a defect in the Services and/or Products after risk has passed to the Customer;

9.2.2 if a fault arises due to wilful damage, abnormal working conditions, failure to follow instructions, misuse, alteration or unauthorised repair, improper maintenance or negligence on the part of the Customer or a third party.

9.3 If the Services and/or Products are found to be defective in accordance with these Terms and Conditions then the Supplier shall, at their sole discretion, either repair, re-perform or replace the Services and/or Products or refund any monies paid for the defective Services and/or Products.

9.4 Where the Services and/or Products are defective or do not comply with the Agreement the Customer must notify the Supplier in writing within 5 days from the completion of Services or date of delivery of the Products.

9.5 If the Customer has not paid for the Services and/or Products in full by the date the defect in Services and/or Products is notified to the Supplier then the Supplier has no obligation to remedy the defect in terms of this Clause 9.

## 10. **INTELLECTUAL PROPERTY**

10.1 All intellectual property rights, registered or unregistered, including but not limited to patents, trademarks, design rights and know-how remain the property of the Supplier and cannot be used by the Customer without the written permission of the Supplier.



## **11. PROPERTY AND RISK**

- 11.1 Risk in the Products or in any property or materials used to provide the Services shall pass from the Supplier to the Customer when the Products or property or materials leave the premises of the Supplier or on delivery if the Supplier is transporting the items.
- 11.2 Title or ownership of any property or materials belonging to the Supplier remains with the Supplier until payment is received from the Customer in full.
- 11.3 The Customer must store any property or materials belonging to the Supplier separately from any other property or materials belonging to the Customer or a third party.

## **12. LIMITATION OF LIABILITY**

- 12.1 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 12.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the Supplier in the insurance year in which the Customers claim is first notified.

## **13. INDEMNITY**

- 13.1 The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur, and which arise directly or indirectly from the Customers breach of any of its obligations under these Terms and Conditions.

## **14. FORCE MAJEURE**

- 14.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## 15. **ASSIGNMENT**

15.1 The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

## 16. **SEVERANCE**

16.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## 17. **NOTICES**

17.1 Any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party given in the Proposal.

17.2 If a notice is sent by email it shall unless the contrary is proved be deemed to be received on the day it was sent, if given by letter it shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post it shall be deemed to have been delivered in the ordinary course of post.

## 18. **ENTIRE AGREEMENT**

18.1 These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

## 19. **GOVERNING LAW**

19.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.