

BELLEVUE BESPOKE LTD

TERMS & CONDITIONS OF SUPPLY of SERVICES

1 Parties, Definitions and Interpretation

In these terms and conditions ("the Terms"), "Client" means the client/customer for whom the works are carried out by the contractor, "Contractor" means BELLEVUE BESPOKE LTD and "Contract" means the agreement between the Client and the Contractor to carry out the works subject to the Terms. "Works" means the works described in the Contractor's estimate/quote and/or any other relevant document in writing issued by the Contractor. "In writing" includes email as well as any correspondence in a hand-held device. Words using the masculine gender also include the feminine gender and words using the singular also include the plural.

2 General

- 2.1 The Client will be treated as an Account Client or a Non-Account Client.
- 2.2 The Client acknowledges that the Contractor has not made any representations (other than any expressly stated in the Contract and/or in the Contractor's estimate/quote) which have induced it to enter into the Contract and the Contract shall constitute the entire understanding between the Client and the Contractor for the performance of the Works (and detailed in paragraph 4 below).
- 2.3 No modification to the Contract shall be effective unless made by written agreement or email between the parties.
- 2.4 A person who is not a party to this Contract shall have no rights (Rights of Third Parties Act, 1999) to enforce any of its terms.

3 Estimates and Price Variations

- 3.1 Any estimate by the Contractor is valid for 30 days from date of quote or estimate and, therefore, is subject to withdrawal by the Contractor at any time before receipt of acceptance from the Client unless so accepted within 30 days from the date of quote and/or estimate.
- 3.2 Unless otherwise specified by the Contractor, an estimate is not a firm or fixed price. It is an estimate of the likely cost of the Works, based on the information made available to the Contractor. The Contractor's final price will be calculated on the basis specified in the estimate/quote and may be increased above the specified price. Furthermore, the Contractor reserves the right to increase the price before carrying out the Works by an amount equivalent to any increase to the Contractor in the cost of relevant materials, labour, equipment hire or transport since the date upon which the Contractor's estimate or quote, written, emailed or verbal, was given. The Client may cancel the Contract provided he does so before the Works begin and before any relevant materials, goods and/or equipment has been ordered, purchased and/or hired.
- 3.3 The Contractor reserves the right to charge a fee for the collection of materials from suppliers. If the collection occurs whilst the Contractor is on site, the time taken will be treated as an addition to the Works and charged at the relevant rate. If the materials are ordered for subsequent collection and delivery, a charge may be made by the Contractor. Materials will be supplied at cost net after Contractor discounts plus the Contractor's normal mark-up to cover handling, stock maintenance, etc.
- 3.4 The Contractor's standard rates may be requested from the Contractor. A minimum charge based on 1 hours work applies and, therefore, the minimum charge will be for 1 hours work. Thereafter, charges are based on per quarter hour of work done.
- 3.5 The Contractor will not charge for the time taken to prepare and provide a quote and/or estimate. However, should the Client request that the Contractor re-quote for the same works at the same site within a period of 6 months from the original quote and/or estimate, the Contractor will charge a fee of £ 25.00, exclusive of VAT, for the preparation and provision of the second quotation/estimate.

4 The Works

All descriptions, illustrations, drawings, etc provided or communicated to the Client by the Contractor are intended merely to present a general idea of the Works and nothing contained in any of them shall form a part of the Contract unless specifically discussed and agreed in writing by the parties.

5 The Price

The price payable by the Client is calculated as specified in clause 3 above. Unless otherwise stated, the price and all estimates/quotes provided by the Contractor are exclusive of Value Added Tax (at the rate prevailing on the date of the invoice) which will be payable in addition.

6 Payment

- 6.1 Non-Account Clients: Full payment by the Client is due on completion of the Works or as otherwise specified in writing between the parties.
- 6.2 Account Clients: The Contractor will submit invoice/s to the Client within 14 days of completion of the Works and, subject to paragraph 8 below, payment must be made by the Client within 14 days from date of invoice/s.
- 6.3 In the event of any late payment, all sums due shall bear interest pursuant to the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.

6.4 The Contractor shall not be required to issue any certificates, guarantees or other documents regarding the Works until payment has been made in full.

7 Work Commencement and Completion Dates

Dates specified for the commencement and completion of the Works are estimates only. The Contractor shall use all reasonable endeavours to ensure that it will attend on the date and time agreed however it cannot accept any liability for any loss howsoever arising in respect of any non-attendance or late attendance or for the late-delivery or non-delivery of materials, goods and/or equipment for reasons outside the Contractor's control.

8 Persons carrying out Works

The Contractor reserves the right to employ the services of any person/s and/or companies/organisations to carry out the Works as it sees fit. This includes but is not limited to the Contractor's employees, subcontractors, agents and/or 3rd parties.

9 Inspection of Works

The Client shall inspect the Works as far as it is reasonably possible to do so immediately upon their completion and if he considers that the Works or any part thereof are not in accordance with the Contract, he shall, within 7 days from the date of inspection, give notice in writing to the Contractor specifying any defect. In the absence of any such notice, the Works shall be presumed to be complete and free from defect which would be apparent on reasonable examination.

10 Indemnity

The Client shall indemnify the Contractor against all actions, suits, claims, demands, losses, charges, costs and expenses which the Contractor may suffer or incur in connection with a claim by any third party resulting from a breach of the Client's obligations, undertakings, representations and warranties in connection with this Contract.

11 Limitation of Liability and Liability of the Contractor

The Contractor's liability shall be limited to:

12.1 the repair or making good of any defect pursuant to its undertaking in paragraph 13 below and subject always to paragraph 8 above;

12.2 liability for death or personal injury resulting from negligence in the course of carrying out the Contractor's duties, and

12.3 the reasonable costs of repair or reinstatement of any loss or damage to the Client's property if such loss or damage results from the Contractor's negligence or that of its employees, agents or sub-contractors and the Client incurs such costs.

12 Access and Access to Facilities

12.1 The Client shall provide clear access to enable the Contractor to undertake the Works and will make all necessary arrangements with the proper persons or authorities for any arrangements including, but not limited to, any permits or permissions required in connection with the carrying out of the Works. The Client will at all times provide a safe working environment for the Contractor and its employees, agents and sub-contractors for the purposes of carrying out the Works. The Client must obtain any permission for the Contractor to proceed over property belonging to third parties if this is necessary for the proper execution of the Works and shall obtain any permission necessary to carry out work on property belonging to third parties. The Client shall indemnify the Contractor against all claims of whatsoever nature made by third parties arising out of the presence of the Contractor, its employees, agents or sub-contractors on the Client's property. The Client shall be liable to the Contractor for all loss or damage whether direct, indirect or consequential which is suffered by the Contractor as a result of failure or delay by the Client in performing the obligations referred to above.

12.2 The Client is obliged to providing all necessary power and a clean water supply for the Contractor's use in the execution of the contracted Works.

13 Defects

Subject to the other terms in these Terms and the exclusions listed below, the Contractor undertakes to repair or make good any defect in completed work which appears within six months of completion of the Works to the extent that such defect arises from a breach of the Contractor's obligations under this Contract and provided that details of the defect are notified by the Client to the Contractor in writing within such period and that the Contractor and its insurers are given the opportunity of inspecting the work and the alleged defect. This undertaking shall only apply to work carried out, completed and invoiced by the Contractor and which is paid for in full by the Client by the due payment date ascertained in accordance with clause 6 above. If the Contractor returns to the site at the Client's request to review a claim under this undertaking and it transpires that the defect has not arisen as a result of a breach of this Contract on the part of the Contractor, the Contractor reserves the right to charge the Client for the visit at its standard rate. The Contractor reserves the right not to carry out any further work should the Client be unable to evidence that the work was originally carried out and completed by the Contractor or where payment has not been made in full for such work.

Exclusions are:

- ❖ Parts and materials will be provided only with the benefit of the manufacturer's /supplier's guarantee/warranty and are not guaranteed by the Contractor.

- ❖ Systems or structures not installed by the Contractor.
- ❖ Any recall arising from circumstances or factors known to the Client but not notified or disclosed to the Contractor prior to the work having been undertaken.
- ❖ Defects resulting from misuse, wilful act, or faulty workmanship by the Client or anyone working for or under the direction of the Client (other than the Contractor).
- ❖ Structural defects encompassing but not limited to subsidence and its resultant effect.
- ❖ Damage to drainage systems caused by root penetration or any other outside force.
- ❖ Any work to repair an existing lock, or to fit any lock not supplied by the Contractor.

14 Force Majeure

The Contractor will use all reasonable endeavours to carry out the Works on the agreed dates but shall not be under any liability to the Client if it should be either impossible or impracticable to carry out the Works on the agreed dates or at all, by reason of strike, lock out, industrial dispute, act of God or any other event or occurrence beyond the Contractor's control.

15 Client's Liability

The Client shall be liable for:

- ❖ Any loss, damage or injury, whether direct, indirect or consequential, resulting from failure or delay in the performance of the Client's obligations under these Terms.
- ❖ The safety of materials, equipment and machinery belonging to or hired in by the Contractor or its employees, agents or sub-contractors, whilst on site.

16 Cancellation

16.1 If the Client cancels the Contract without the Contractor's agreement other than in accordance with clause 3.2 above and the Terms in clause 16, the Client shall indemnify the Contractor against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing, and any such cancellation is subject to the terms in these Terms.

16.2 If the Client wishes to cancel an appointment for a visit by the Contractor, the Contractor will charge the Client a cancellation fee of £10 (plus VAT) if the cancellation is made less than 24 hours (but more than 2 hours) before the time scheduled for the appointment, and £50 (plus VAT) if the cancellation is made 2 hours or less before the scheduled appointment time.

16.3 If the Client cancels work to be undertaken pursuant to an estimate/quote accepted by the Client, subject to paragraph 3.2 above, the Client will be liable for a cancellation charge of 5% of the estimate price if the cancellation is made less than 14 days prior to the specified commencement date for the Works, 10% of the estimate price if the cancellation is made less than 7 days prior to the said specified commencement date and 20% of the estimate price if the cancellation is made less than 2 days prior to the said specified commencement date.

16.4 In instances where the Client cancels the Works and the Contractor has already ordered and/or purchased goods and/or equipment and/or any other items specifically for the Works and is unable to return the goods/equipment/items and obtain a refund, the Client will be charged for the goods/equipment/items.

17 Removal of Waste Materials

Unless discussed and agreed between the parties, the Client will be responsible for the removal from site all waste materials resulting from the Works.

18 Frozen Pipes

The Contractor will not be liable for any fracture found in frozen pipes attended by the Contractor. The Contractor will not guarantee to clear blockages occurring in a frozen pipe or drain.

19 Waiver, Variation etc.

No waiver by the Contractor of any breach by the Client shall operate as a waiver of any preceding or subsequent breach by the Client. No variation shall be effective against the Contractor unless sanctioned in writing by the Contractor. No forbearance or delay on the Contractor's part shall prejudice the Contractor's rights and remedies under this Contract.