



Terms and Conditions of Business

1. For the purposes of these Terms of Business (hereinafter, "Terms"), "us" or "we" shall refer to Palace Gate Building Services Limited and "you" shall refer to you, our customer. You have requested that we undertake certain works for you and, by allowing us to proceed with those works, you are indicating your agreement to the Terms set out below.

Estimate

2. The value of the estimate is what we expect to charge you for the works, based on our initial discussions. In the event of unforeseen circumstances or unexpected issues arising, it may be necessary to review the original price and provide you with a new estimate. You have the right to accept or decline the revised price.

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Palace Gate Buildings Services Limited is registered with Companies House as a private limited company in England and Wales. Our company number is 09909134. Our registered company office address is 11 Whipton Village Road, Whipton, Exeter, Devon, United Kingdom, EX4 8AN,

Written Quotation

3. The written quotation follows the estimate and is the final price for the works discussed, including labour and materials, additional costs including expenses (if any) and tax. Any subsequent variation to the works (including, without limitation
4. If you change the scope or if unforeseen circumstances or unexpected issues arise) will likely result in a new or revised written quotation. You have the right to accept or decline the new quotation. Should you choose to decline, all works will cease and, on receipt of our invoice, you must pay in full for all works already completed in accordance with the original quotation.

Client Obligations

5. If you and we agree that you will be responsible for providing the measurements for some or all of the materials and/or products needed for the works, you alone will bear the cost of replacing the said materials and/or products in the event the measurements are incorrect;
6. If you and we agree that you will be responsible for providing some or all of the materials and/or products needed for the works, you alone will bear the cost of replacement in the event the said materials and/or products turn out to be faulty and/or unsuitable;
7. You will inform us, prior to the works commencing, of any hazards or potential hazards known or suspected in or around the premises where the works are due to be carried out;

8. You will grant us access to the premises where the works are to be carried out and will ensure that all necessary consents, permissions and licences, if any, have been obtained in advance of the works commencing;
9. You will ensure the safe and secure storage of any materials and/or equipment left (with your permission) at the premises during the works, and will be accountable to us for any loss of or damage to such materials and/or equipment;
10. Without prejudice to the stipulations below, you will (unless included as part of the quotation) be responsible for any necessary improvements to and/or redecorating of the premises (or any installations made by us to) following the completion of the works.

Supplier Obligations

11. We will undertake the works with all due care, skill and diligence, will complete the works within a reasonable timeframe, and will ensure that we comply at all times with all applicable laws and regulations.
12. We will supply materials and/or products needed for the works (if any) that are of high quality and, without prejudice to 3(i) above, will take full responsibility for replacing any materials and/or products that prove to be faulty or substandard.
13. We will take good care of your property, furnishings and wall coverings and, on completion of the works, will remove any resulting waste material (if agreed during the initial quotation period).

14. We will supply one or more, as necessary, of our dedicated team to undertake the works for you. Unless agreed otherwise, the person(s) supplied will be at our discretion and may or may not be the same as the person(s) who provided you with the original estimate and/or quote.

15. We confirm that we hold, and will continue to hold, a valid and current Public Liability Insurance Policy and, where relevant, Employers Liability Insurance Policy.

Materials and Products

16. For the avoidance of doubt, all materials and/or products supplied and delivered to you during the course of the works shall remain the property of Palace Gate Building Services Limited until such time as the works have been paid for in full by you, following receipt of our invoice. Title to such materials and/or products will transfer to you only when full payment has been received by us.

Force Majeure

17. Neither party shall be held liable for any delay or failure in fulfilling their obligations under these Terms where such delay or failure results from circumstances beyond that party's control (including, but not limited to, an act of God, fire, act of government or state, prevention from or hindrance in obtaining any raw materials, energy or other supplies, industrial action or labour disputes of whatever nature, and any other reason beyond the control of that party).

Cancellation – Services

18. Should you wish to cancel the contract between us in respect of the works, you have (in accordance with the provisions of the Consumer Contract Regulations 2013) fourteen (14) days in which to do so following your acceptance of our quotation. You are obligated to pay for any services provided to you during this 14-day cancellation period, if any.

Cancellation – Materials

19. Where material money has been paid in advance by a client and the scheduled work is subsequently cancelled in accordance with the above. Materials ordered will be returned to the supplier (where this is still possible to do) and will be subject to any applicable returns policies in force with the supplier. Material money paid in advance in the event of a cancellation will be refunded by us in full where products can still be returned, and the refund will be less any applicable return carriage charges. These charges will be verifiable with the relevant manufacturer and will not be subject to any additional charges.

Payments General

20. Full payment terms (including, where relevant, interval payments to be made by you) are as set out in the applicable quotation.
21. Palace Gate Building Services Limited is a company which is endorsed by the Which? Trusted Trader Scheme.

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22. Palace Gate Building Services Limited as a business do not ask for payment in advance for labour unless this is expressly stated in the original quotation for project in excess of £2000 where payments are never made in advance for labour but may be 'staggered' upon completion of different 'phases' of work.
23. Our payment terms are as follows:

Payment Methods

24. We accept payments by bank transfer, Visa credit, Visa debit, Mastercard Debit and Mastercard Credit card. We also accept payments by American Express. Payments can be made using our card machine or online. We do not accept cash under any circumstances.

Advance Payments for Materials

25. We do ask for payment to be made in advance for materials but not labour.
26. Once a quote is accepted payment for materials is made in advance at least 5 working days before the start of a project to allow for materials to be ordered/collected prior to the commencement of work unless otherwise stated.
27. Upon acceptance of our quotation, we will forward an invoice in respect of the material money to be paid for in advance.
28. Palace Gate Building Service Limited is a company which is endorsed by the Which? Trusted Trader Scheme. Please find details of this below. As part of this

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scheme, we have committed to strongly advise our clients that where advance payments are made for materials to the value of £500 or more (for a total contract not exceeding £30,000) that these payments are made by credit card. Paying by credit card in this way means that your money should be protected under Section 75 of the Consumer Credit Act. Clients are respectfully advised that this is the safest way to protect advance payments. This is not because we foresee or anticipate a problem but rather because any number of completely unforeseen events can happen in anyone's life at any time. We endeavour then to protect our clients from such unforeseen events outside of our control.

29. As part of the Which? Trusted Trader scheme in the interest of complete transparency we have undertaken and committed to advise clients that if they choose not to pay by credit card for material money paid in advance then this advance payment for materials will not benefit from this Consumer protection.

Payments – Labour

30. Our business terms and conditions are that labour charges are paid by debit, credit card or by bank transfer on the same day at the point of final completion of the work carried out. We require that someone responsible be present at the end of the job to inspect the work that we have undertaken for you is completed to a satisfactory standard and is there to sign off the work we have carried out and make payment in accordance with our terms of business.
31. **For the avoidance of any doubt upon completion means on the same day that work is completed.** This is with exception of clients who fall under our

'vulnerable clients' policy who will be given a longer period relevant to their needs by prior agreement.

32. An invoice in respect of labour charges will be emailed to the client ahead of completion of works.
33. Our terms require that you agree to pay us interest at a rate of 5% above the Bank of England base rate on any payments not settled in accordance with these Terms and the terms of the applicable quotation.

Complaints

34. We hope and expect that you will have no cause to complain about any aspect of our service. If, however, there is anything at any point that does not meet your expectations, please do not hesitate to let us know and we will always do our utmost to make things right.
35. We have a complaints policy on our website filed under the tab 'important documents' which you may refer to and which can be downloaded. If you would like a hard copy of this document, we are able to send this by email or via the post.
36. In summary: To ensure that we can put things right for you, as soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out based on the contract terms and to the high standards that our business aims to achieve.

37. Please contact us straight away with any concerns either by phone, email or writing to us at our registered address. If writing, get proof of posting.
38. On receipt of your complaint, we aim to respond within 5 days. We will arrange a convenient date to come and view and/or remedy the situation within 28 days.
39. In the unlikely event that we are unable to resolve your complaint having exhausted our complaints procedure, it may be necessary to use another complaint service. Where we cannot resolve the complaint to your satisfaction and/or agree to the final resolution requests confirmed to us; and both parties agree a 'deadlock' has been reached, you can then escalate your complaint.
40. Palace Gate Building Services Limited has access to an Alternative Dispute Resolution (ADR) service for our domestic installation, service, repair and maintenance contracts as part of the Which? Trusted Traders Endorsement. If you choose to you can refer your complaint to Which? Trusted Traders' Alternative Dispute Resolution. You will need to contact Which? Trusted Traders on 02922 670 040 who can explain if you are eligible to use their Alternative Dispute Resolution.

Thank you for your business! We very much look forward to working with you.

Our contact details are:

Email: info@palacegatebuildingservices.co.uk

Phone/Whatsapp: 07631111630

Our registered business address: 11 Whipton Village Road, Exeter, EX4 8AN

Website: www.palacegatebuildingservices.co.uk

Google: <https://maps.app.goo.gl/HpKbT5KYzUaGfx6ZA>

Twitter: <https://twitter.com/@PalaceGateLtd>

Facebook: <https://www.facebook.com/palacegatebuildingservices.co.uk>

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