

# West Herts Interiors

## Decorating & Renovations

### Terms and Conditions

#### Standard terms

Unless otherwise agreed in writing by West Herts Interiors these conditions, which supersede any earlier sets of conditions appearing in the company's quotations or elsewhere, shall override any terms and conditions stipulated, incorporated or referred to by the client, whether in quotation or in any negotiations, even if contained in a document which purports to provide that rival terms shall prevail.

#### Variation of conditions

Any variations to this contract and any special terms will only be effected if set out in a printed format issued only by Mr Ben Williams, proprietor of West Herts Interiors (hereinafter referred to as "The Proprietor" or "us/we"). Only he is authorised to make any representations to this contract or any matter relating to it.

#### Contract

This contract document shall be construed according to and governed by English law and shall be subject exclusively to the jurisdiction of the English courts.

#### Payment

20% of COST, or material cost (whichever is greater) to be paid in advance. This payment is due within 7 days of arrival of our quotation letter indicating our intended start date. This payment is to secure and allocate you a time for us to carry out the work. No time slot will be allocated until this payment is received. Please be aware that the original time slot may no longer be available but we will book your work in as soon as we can.

A payment instalment may be required at any stage of the project if requested by the proprietor. This payment will never be more than the percentage of work undertaken to date, and includes sums already paid e.g. deposit. We will provide you with an invoice. Payment should be made immediately.

West Herts Interiors will invoice you once all work is complete and the snagging list is concluded. You must pay all sums due to us without any set off, deductions, counterclaim and/or withholding of monies. All costs shall be accepted in good faith.

Seven-day terms apply. Please note any damages you may claimed will be processed through our liability insurance. No moneys shall be deducted from the final invoice.

West Herts Interiors exercises the right to claim interest and also compensation for any debt recovery costs incurred under current late payment legislation and will instruct our debt collection agency automatically within 14 days if payment is not received.

### Commencement and duration

The estimated start date will not be secured and contract shall not come into effect until the deposit is received or agreement has been given in writing (this includes text, email and WhatsApp etc.), only then will the contract become effective. Please note that all start and finish dates can only be given in estimates as other work and external factors may affect this.

### Employee working conditions

The proprietor exercises the right to refuse to quote for any work, which he judges may lead to unsatisfactory working conditions for any employee.

The proprietor, or any member of staff, holds the right to remove any personnel from the site, if at any time a member of staff has been abused physically or verbally by a client, or any other member of society. Under these circumstances, you will have to pay in full for all work carried out and materials purchased to that date and the remaining works may be cancelled at sudden notice.

West Herts Interiors is a non-discriminatory business and will not tolerate any type of discrimination against any employee undertaking the work.

All employees shall be under the jurisdiction of the proprietor and shall only take his working orders.

All other decisions, requests or amendments to the contract shall be put to the proprietor first before any such operations are carried out.

Every effort will be made to replace an employee if he/she is unable to attend due to sickness or any other reason. On occasions this may not be possible but West Herts Interiors will make every effort to continue operations expeditiously.

### Expectations

All works will be carried out to industry standards and tolerances, while we make every effort to carry out our work to the highest standard, some defects are to be accepted and tolerated within reason. We agree no defect in our work should be clearly visible to the naked eye from 1m away. Any defects in existing backgrounds may remain visible, depending on assumed budget and repairability.

If a previous trade unrelated to us has left any site in an unsuitable manner for us to continue work this will be chargeable and any extra work necessary also.

### Damage to work

West Herts Interiors will not be held responsible for damage/marks/dust to any of the decorating that is not the fault of West Herts Interiors. If such damage/marks/dust are to be repaired by West Herts Interiors, the client will be advised of any extra cost, which must be paid for before such work is undertaken.

### Other trades

Where any work undertaken by other trades has affected our finished work, the cost to rectify will be the responsibility of the client. Unless subcontracted by us, we are not responsible for their safe conduct on site.

### Furniture, Fixtures and Fittings

All furniture should be removed from working areas before our arrival, or otherwise moved into the middle of rooms. Any objects that cannot be moved will be covered up with the appropriate sheeting. Please advise us in advance if any heavy object needs to be moved by us, as this may be chargeable. The client should remove all fragile or vulnerable items, and all cupboards and drawers should preferably be left empty. Fittings will be removed by us. Any fitting that cannot be removed will not be our responsibility. Any new or replacement fittings installed by us will be at extra cost.

### Non recommended paint brands and customer supplied paints

We will specify all paints for a given project, if you choose to use your own supply or specification of paints then we will always follow manufacturers data sheets to apply the products in the recommended manner, however we do not guarantee against failure of coatings or time taken in this instance. If using your own supply, we recommend storing for no more than 1 year at a constant temperature above 10 degrees Celsius.

### Retail paints

As professional painters and decorators we do not recommend retail products (similar to what you may find in hardware stores and DIY outlets.) regardless of brand. This is due to lesser quality pigments, poor coverage and reduced durability and adhesion. Should you wish us to use a non-trade rated product, we will not be liable for failure of coatings. These products may also significantly increase labour costs, which you will accept in good faith if application takes longer than expected.

### Existing backgrounds and coatings

We will always do our best to ensure a sound surface before applying any coatings. However, it is not always possible for us to realise that the existing background will fail. In this event, we will stop work, assess the situation, and inform you of what we think is the next best course of action. We are not liable for any failure of pre-existing coatings or surfaces.

### Cleaning of finished surfaces

Once we apply a finish to a surface, it may take a month or so to cure before the coatings reach full hardness. Please refrain from cleaning during this period. All surfaces require different methods of cleaning, if in doubt, please ask us and we will inform you of the recommended products and methods to use. If a coating or surface fails due to incorrect cleaning products used or used too early or heavily, we are not liable for any repairs needed to make good.

### Storage of paints

We recommend storing all new or partial tubs or paint in a suitable environment as per the manufacturer's recommendations. If you store any paints outside of their specified parameters, we hold to right to refuse use of said product or source our own (which will be chargeable). If you insist that we use incorrectly stored material or we cannot verify the storage conditions then we will not be liable for any failed coatings.

### Extra operations of work

West Herts Interiors will not be responsible for carrying out any work other than that stated on the original quotation and specification document. If you wish to add extra operations of work then this will be at extra cost, which will be estimated and submitted in writing. Such work will not be undertaken until you agree the full amount, and deposit (as above) is paid in advance, if requested by the proprietor.

### Unforeseen circumstances

West Herts Interiors holds the right to charge for any extra work that was unforeseen and not included in the original estimate or quotation. We will inform you of any extra costs at the earliest opportunity.

### Intended start/finish date

Although every effort will be made to meet our intended start date, please accept that scheduling of other work may make this impossible. In such cases, we will give you a minimum of one week's notice, and an alternative date will be agreed.

### Quotations

All quotations given by West Herts Interiors are valid for 7 days only. Once you receive your quotation document you have 7 days to sign the contract or pay the deposit. If this is not reached, the quotation shall become void.

### Cancellation by notice or cancellation

Cancellation of the contract must be made in writing. If we receive written notice to cancel this contract less than a week before intended start dates or more than 14 days after the contract was agreed, or the deposit paid, such deposit will be forfeited. Please note if you cancel the project any time after 14 days or after works beginning you will lose your deposit outright.

### Separate terms

If any terms in this contact cannot be enforced, this will not affect the remaining terms.

Any quote or estimate is subject to revision if there are any changes to the nature or extent of the requested work. This may apply to both labour and materials. However, the quote will not be amended without consultation with you.

These terms and conditions are non-negotiable at all times and once agreed do stand as a legal binding document.

### Privacy statement

West Herts Interiors will not share your information with third parties unless explicitly told to do so. We do store basic information on record, for reference and admin purposes, this is kept in secure files. We do not store any bank details.