



## TERMS & CONDITIONS

### Interpretation

“The Company” / “We” / “Us” = **A & R Property Maintenance**

“The Customer” / “Client” / “You” = the person, organisation, or company for whom we carry out works and/or supply materials.

“Operative / Specialist / Tradesman” = our appointed representative.

“Site” = any land or premises where work is carried out.

By booking works via phone, email, website, or in person, you confirm that you have read, understood, and agree to these Terms & Conditions.

Email, digital, or electronic acceptance is legally binding.

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### Estimates and Quotations

- All quotations and estimates are valid for **30 days**, subject to resource availability.
- Quotations are an **estimate** of the likely minimum cost based on visible site conditions.
- **Scope of Quotation:** The quotation or estimate covers only the labour, materials, and services specifically itemised or described within it. Any additional work, variations, or services not stated will be charged separately at our prevailing rates or as otherwise agreed in writing.
- **Weather / Wet Day Allowance:** To ensure safe and proper completion, all quotations include a reasonable built-in allowance for potential downtime or reduced productivity caused by adverse weather. In the event of prolonged or exceptional weather exceeding this allowance, the Company may review the project schedule and associated costs.
- **Variation Orders:** Any variations, extras, or changes must be confirmed in writing (email accepted) and approved before work proceeds.
- The Company shall not be liable for delays or additional costs resulting from inaccurate, incomplete, or misleading information provided by the Customer or their representatives.

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### Booking Terms

- Once a booking date/time is agreed and deposit paid, an arrival window will be issued.
- **Cancellations or changes** within 14 days of the start date may incur a 50 % charge plus VAT.
- Dates are estimates and may be adjusted if required.
- If works take longer due to unforeseen circumstances, revised costs will be discussed and agreed.
- Works are deemed complete once inspected and accepted by the Customer.
- We may postpone or cancel works where:
  - Payment terms are breached,
  - Access is denied,
  - Conditions are unsafe, or
  - Weather/supply issues make work impracticable.

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### Materials

- We supply all required materials unless agreed otherwise in writing.
- Standard materials include **Dulux Trade matt emulsion** (walls/ceilings) and **Dulux Satinwood** (woodwork).
- **Tinted/mixed paints** are non-refundable.
- We accept no liability for Customer-supplied materials that are unsuitable or faulty.
- **Retention of Title:** All supplied materials remain our property until paid for in full. We reserve the right to remove or reclaim materials in the event of non-payment.

A & R Property Maintenance

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- Risk of loss or damage to materials or equipment left on site passes to the Customer upon delivery. We are not liable for theft or damage once materials are on site.
- Any product or appliance supplied by a third party is covered solely by the manufacturer's warranty. We may assist with documentation but are not responsible for warranty administration or manufacturer delays.

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### Customer Obligations

- Provide accurate and complete information to enable works to proceed.
- Ensure clear access, electricity, and water supplies.
- Prepare the property, protect valuables, and provide a safe workspace.
- Provide suitable access, parking, and any required permits; any penalties or costs due to failure are chargeable.
- **Health & Safety:** We may suspend works if site conditions are unsafe or non-compliant; related costs are chargeable.
- We are not liable for delay or cost from third-party interference or damage by others not employed by us.
- The Customer shall indemnify the Company against costs or losses arising from unsafe site conditions, inaccurate information, or third-party actions.

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### Payment Terms

- Payment by **bank transfer, debit/credit card, or cash** (no cheques).
- **50 % deposit** required to confirm works; balance due on completion.
- For projects over **£5,000 + VAT**, staged or weekly payments apply.
- Failure to pay deposits or interim payments may cause delay or cancellation.
- Delays caused by the Customer do not alter payment terms.
- Balances unpaid after completion incur admin fees and interest.
- **Late Payment:** Interest and recovery costs may be charged per the *Late Payment of Commercial Debts (Interest) Act 1998 (as amended)*.
- No retention or offset is permitted.
- The Customer is liable for all reasonable recovery costs, including legal and collection fees.
- Where represented by a third party (e.g., agent), both are jointly and severally liable unless agreed otherwise in writing.

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### Insurance & Loss Adjuster Works

- Where works are instructed in connection with an insurance claim, A & R Property Maintenance will carry out such works in accordance with the quotation and instruction received.
- The Company's contractual relationship and payment entitlement are with the instructing client or agent, not with the insurer, loss adjuster, or any third party.
- Any indication, commitment, or representation made by an insurer, loss adjuster, or claims handler regarding payment approval, authorisation, or reimbursement does not alter or limit the client's liability to pay the Company in full for works carried out as instructed.
- If an insurer or loss adjuster declines, reduces, or delays payment for any reason, the instructing client or agent remains fully responsible for settlement of the Company's invoice in accordance with the agreed payment terms.

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- The Company accepts no responsibility for the conduct, representations, or decisions of any insurer, broker, or adjuster and shall not be bound by their timescales, valuations, or authorisations unless expressly confirmed in writing by a Company Director.
- All insurance-related works remain subject to these Terms, including any applicable deposit, balance, or variation requirements, unless otherwise agreed in writing.

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### Equipment Hire

- Equipment such as scaffolds or powered access must be paid in full once booked.
- The Customer is responsible for any loss due to cancellation.
- Only equipment from our approved suppliers may be used.

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### Site Conditions

- Prices assume site conditions remain as assessed during estimation.
- Works may be rescheduled or extended due to unsafe or unsuitable conditions; such delays are not a breach of contract.
- Wet or adverse weather may extend project timeframes but will not incur additional charges unless re-attendance or material wastage occurs.
- The Customer is responsible for any private covenants or restrictions.
- Materials/equipment left on site between visits are at the Customer's risk.

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### Waste and Cleaning

- A standard contractor clean is included; this is not a full domestic clean.
- **Waste Disposal:** Waste removal is excluded unless stated in the quotation. When required, it will be charged at prevailing rates and handled per environmental regulations.

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### Workmanship Guarantee

We stand by the quality of our work. All standard maintenance and/or repair services carried out by A & R Property Maintenance are covered by a 3-month workmanship guarantee from the date of completion and payment in full. This guarantee demonstrates our commitment to delivering high-quality workmanship performed with reasonable skill and care in accordance with recognised industry standards.

### Quooker Taps & Instant Boiling Water Systems

Where the Company installs Quooker taps or similar instant boiling water systems as part of any works, including full kitchen supply and installation projects covered by extended workmanship warranties, the Company's warranty applies strictly to the standard of installation at the time of fitting. Dorset and surrounding areas are recognised for hard water conditions. Limescale build-up, internal component failure, reduced performance, leaks, pressure issues, or malfunction arising from scale accumulation, water quality, inadequate filtration, or lack of manufacturer-recommended servicing do not constitute defects in workmanship and are not covered under any Company workmanship guarantee (including 3-month or 5-year warranties).

Ongoing maintenance, filter replacement, descaling, servicing, and compliance with manufacturer care requirements remain the sole responsibility of the Customer.

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All product warranties remain solely with the manufacturer. The Company accepts no liability for product performance, internal component longevity, or manufacturer warranty administration.

Where appropriate water softening or scale protection systems are not installed or maintained, the Company cannot accept responsibility for appliance damage or reduced lifespan.

### **Professional Standard & Visual Expectations**

The Company performs all works to a high professional standard consistent with good trade practice. However, the Customer acknowledges that digital or printed images (including online sources such as Pinterest or other visual references) are for style inspiration only. Finishes, colours, and appearances may vary due to lighting, surface texture, and existing site conditions. Such reference images shall not constitute a specification or guarantee of identical results.

### **Reasonable Tolerances & Natural Variations**

While every effort is made to achieve accuracy and alignment, all site-based carpentry, joinery, and finishing works are subject to reasonable human tolerances. Minor alignment or dimensional variations may occur due to pre-existing structural irregularities (e.g., uneven walls, floors, or ceilings), or the natural characteristics and movement of materials such as wood and plaster. These minor variances do not constitute a defect or failure in workmanship unless they materially affect the functionality, safety, or overall integrity of the installation. Natural variations in colour, grain, or texture between supplied materials, samples, or finishes are also expected and do not represent a fault.

### **What's Covered**

- Defects caused by demonstrable poor workmanship.
- Issues that occur as a direct result of works performed by the Company.
- Remedial works required due to our installation, fitting, or repair processes where failure is directly attributable to our workmanship.

### **What's Not Covered**

- Acts of God (fire, storms, lightning, or other natural events).
- Damage caused by adverse weather (extreme wind, rain, frost, or flooding).
- Pre-existing or underlying issues, including wear, corrosion, or defects prior to commencement.
- Natural material movement, colour variation, or dimensional changes due to humidity or temperature.
- Aged or deteriorated materials whose lifespan has naturally ended.
- Misuse, neglect, accidental damage, or lack of proper maintenance following completion.
- Subjective dissatisfaction, aesthetic preference, or minor cosmetic variations consistent with normal industry tolerances.
- Any modification, adjustment, or repair carried out by persons other than the Company without written approval.

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### Additional Conditions

- The guarantee applies only to works undertaken directly by the Company and is void if third-party interference, alteration, or modification occurs.
- The determination of workmanship quality shall be based on reasonable industry standards and not personal opinion or expectation.
- Any remedial works under this guarantee will be carried out at the Company's discretion following inspection.
- Manufacturer warranties for products or appliances supplied by the Company remain separate and are administered directly by the manufacturer.
- Where the Customer provides or sources materials or products, the Company offers no guarantee as to their suitability, quality, or longevity.

### Guarantee Limitations

This guarantee does not extend beyond the rectification of proven workmanship defects.

It excludes consequential loss, inconvenience, or any associated costs such as decoration, contents damage, or loss of use.

### Documentation & Photography

The Company may take photographs or maintain records of works in progress and upon completion for quality assurance, staff training, and evidence of condition.

Before-and-after images may be used for portfolio or marketing purposes, ensuring that no personal or identifying information is displayed.

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### Liability

- We accept no liability for pre-existing damage, third-party interference, or Customer-supplied materials.
- Our total liability shall not exceed the total amount paid under the contract.
- We are not liable for indirect or consequential loss (profit, business, or opportunity).
- We are not liable for damage or delay caused by third parties not employed by us.
- We are not liable for delays or failure due to events beyond our control (extreme weather, illness, strikes, supplier delays, government restrictions).
- No verbal statement or promise by any operative amends these Terms unless confirmed in writing by a Company Director.

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### Dispute Resolution

Both parties shall make reasonable efforts to resolve any dispute through discussion or written correspondence before legal action.

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### Governing Law

These Terms are governed by the **laws of England & Wales**, and any disputes fall under the exclusive jurisdiction of its courts.

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## Letting & Property Management Agents

### Purpose

Applies to all letting and property management agents (“the Agent”) who instruct the Company on behalf of landlords, tenants, or property owners.

### Authority and Responsibility

- The Agent confirms authority to instruct works.
- The Agent accepts **full financial responsibility** for all works commissioned, regardless of whether payment is received from their client.
- Acceptance of any quotation, estimate, or work order constitutes acceptance of these Terms in full.
- The Agent must ensure client approval before instructing works.

### Insurance Works

Where works are insurance-funded, the Agent remains fully responsible for payment under agreed terms and must recover reimbursement directly. All insurance works remain subject to these Terms.

### Payment Terms for Agents

- Payment due **within 14 days** of invoice or as otherwise stated.
- Late payments incur interest and recovery costs per the *Late Payment of Commercial Debts Act 1998*.
- The Company may suspend or refuse further works where invoices remain unpaid.
- The Agent may not withhold payment pending reimbursement.

### Indemnity

The Agent shall indemnify and hold harmless the Company from any claim, cost, or loss arising from a property owner’s non-payment or unauthorised instruction.

### Non-Acceptance of Agreement

If the Agent declines these terms, the Company may suspend or decline works. No alternative terms apply. Acceptance of any instruction (verbal or written) constitutes full acceptance of these Terms.

### Termination

We may terminate our relationship with an Agent on 30 days’ notice or immediately for non-payment or breach. All sums due remain payable upon termination.

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### Supersession Clause

These Terms & Conditions replace, and supersede all previous versions issued by A & R Property Maintenance. They apply to all quotations, bookings and works accepted or commenced from the date of issue onwards, unless otherwise agreed in writing by a Company Director. By continuing to engage our services after the date of issue, the Customer or Agent is deemed to have accepted these updated Terms in full.

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### Acceptance of Terms

By signing below — or by providing written, digital, or electronic confirmation of acceptance — the Customer or Agent confirms that they:

- Have read and understood these Terms and Conditions;
- Agree to be bound by them in full; and
- Accept full financial responsibility for all works instructed.

### Acceptance Method:

Acceptance of these Terms may be provided by physical (handwritten) signature, electronic or digital signature, or written confirmation by email, message, or other electronic means. All such forms of acceptance are deemed legally binding and equivalent in effect. This agreement applies to all current and future works unless replaced by an updated version issued by the Company.

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### Signed by or on behalf of the Customer / Agent:

Company / Name: \_\_\_\_\_

Position (if applicable): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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