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Quality Delivered.

# GENERAL TERMS AND CONDITIONS FOR USING OUR SERVICES

Version 1.0

In effect from 18 October 2021

## 1. General Terms

Before the commencement of works, the client will sign a written contract which contains the terms which are specific to the service offered. These general terms and conditions will be binding on your contract per the terms of your contract.

Where there is a conflict between these terms and contractual terms (the terms of the signed contract), the contractual terms would take precedence.

## 2. Chargeable Activity

The below charges aim to represent the cost to the organisation for the below chargeable activities. These sums are non-negotiable.

Chargeable Activity	Clarification	Sum charged
<b>Missed appointment</b>	If we attend an appointment at the address provided and we are unable to complete the appointment for any client-related reason, this is a chargeable activity if the party intends to re-book the appointment.	£50.00 + VAT
<b>Change of any works after the effective change date as stated in the contract</b>	Each client contract indicates a relevant date after which no changes are permitted without impunity.	£120.00 + VAT
<b>Return charge</b>	If the client changes their mind on an item that has been purchased by Hinds Building Services to be fitted in the property, you will be charged two fees:  (a) Change of works fee: £120 + VAT (b) Return to the supplier (£30 + VAT for items valued less than £500.00 or £60 + VAT for items valued more than £500.00)	Minimum fee of £150.00 + VAT  Maximum fee of £180.00 + VAT

	If there is any fee from the supplier for the return of goods and supplies, this will also be charged.	
<b>Supply of an incorrect item to be fitted (no fitting)</b>	<p>If the client agrees to supply an item but Hinds Building Services is unable to fit the item due to an incorrect item being supplied, the client will be charged £40.00 + VAT per item to be fitted.</p> <p>This charge accounts for our wasted labour hours.</p> <p>We provide a supply and fit service. In cases where the client has opted to supply the item, then the full responsibility to supply the correct item falls with the client.</p>	£40.00 + VAT per item
<b>Supply of an incorrect item to be fitted (re-fitting required)</b>	<p>If the client supplies an incorrect item and Hinds Building Services fits the item, but the item must be removed and refitted with the new part, the client will be charged £35.00 + VAT per item along with the charge to re-fit the item.</p> <p>We will advise the client if it is likely for the item to be damaged when it is removed. In such cases, we would not be liable for the relevant damage.</p>	£35.00 + VAT per item along with the charge to re-fit the item
<b>Incorrect supply of planning documents</b>	<p>If the client supplies incorrect planning documents, drawings or sketches, there is an administrative charge of £750.00 + VAT. This does not relate to the remedial work.</p> <p>All other costs relating to the remedial work to be completed will be provided to the client as a quotation to be first accepted before work proceeds on site.</p>	£750.00 + VAT (not including remedial work)
<b>Client instruction</b>	<p>If the client instructs our employees or subcontractors to complete any additional work on site which is not within the scope of our works, each item that is completed attracts an administrative charge of £15.00 + VAT.</p> <p>Where there is a dispute regarding cost of the item to be fitted where the item cost was not agreed in advance, this will attract a charge of £50.00 + VAT for the management of the dispute. This is intended to serve a prohibitive effect. All work should be discussed by way of the office and the appropriate project manager.</p> <p>A reasonable sum will be agreed between the parties.</p>	£15.00 + VAT £50.00 + VAT
<b>Cancellation fee</b>	If you cancel the contract after you have been provided a start date but before work commences	£250.00 + VAT

	on site, we may deduct a standard cancellation fee of £250.00 + VAT for the preparation of your file.	
<b>Change Date (your contract or project manager will provide you with the change date fee)</b>	To ensure that we can appropriately manage your contract, there is a change deadline. After this date, any changes will be charged at £120.00 + VAT per change required.	£120.00 + VAT

1. These Terms and Conditions shall apply to the provision of the services detailed (“Services”) by Hinds Building Services, a company registered in United Kingdom under number 11543541.
2. Its registered office is Suite S, 2<sup>nd</sup> Floor, Lingfield House, Lingfield Point, DL1 1RW.
3. A “business day” means any day other than a Saturday, Sunday, national holiday or bank holiday. In some cases, we may work on national or bank holidays, but this would be clearly specified to the client. Unless agreed in advance, no additional payment will be due to the client for the provision of services on a non-business day.
4. “Supplier/We/our(s)” refers to Hinds Building Services Limited, trading as Hinds Building Services while “Client/You/your” refers to the recipient of our service.
5. The service address at which this work will be completed is address at which work will be completed.

### **Our (Supplier) Obligations**

6. The Supplier shall use reasonable care and skill in its performance of the Services and shall ensure compliance with any and all relevant codes of practice and laws. We will only be responsible for any loss of and/or damage to any existing structures and contents if the loss and/or damage is caused by our negligence or by the negligence of any person we are responsible for.
7. The Supplier will not be responsible for any matters falling outside of its strict contractual obligations. Any matter which was omitted in pre-contractual discussion and pricing may not be included on the basis that the Client assumed that this service was incidental and would be included. The Client should review the quotation carefully and ask any questions to ensure that the remit of our works is clearly understood. We reserve the right to exercise our discretion in this matter. We will exercise our discretion reasonably.
8. The Supplier shall use its best and reasonable endeavours to complete its performance of the Services within the time agreed as set out in this quotation or the start to work details provided post-contract signing; however, time will not be of the essence in the performance of these obligations. We reserve the right to communicate reasonable delays to due to supply and labour issues broadly construed.
9. The Supplier will use materials which meet the following standards: Any materials or goods we supply will be new, unless you agree otherwise in writing; of satisfactory quality; as described in the documents; of the appropriate British standard and codes of practice in force at the date of this contract; and fit for their normal purposes or any purposes set out in the documents. We will supply you with works, goods, materials and services that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us.
10. The Supplier will permit the Client to ask or provide for any goods or materials to be used on the project in line with the conditions of the contract.
11. In relation to the request for use of certain goods, if we do not consider that those goods or materials are appropriate, we will write to tell you this. By providing this notice in writing,

we will have carried out our duty to you by providing you with the appropriate warning. If the Client continues to request that these goods or materials be used, the Client will confirm this in writing, and it will be at their own risk.

12. In relation to the provision of goods or materials to be used in the construction works, the Supplier will not be liable for the satisfactory quality of any materials or goods you provide or the satisfactory quality of any materials or goods or whether they are fit for purpose. If you insist on the Supplier using special materials or goods, the Client should confirm this in writing within 14 days and such use will be at the Client's risk.
13. The Supplier retains the legal ownership of any materials or goods on site until you have paid for them.
14. The Supplier will take out and keep adequate insurance policies for our liability. We will provide details of these to you when requested.
15. The Supplier will be responsible for all health and safety issues relating to the work. The Supplier will coordinate and manage the health and safety issues from the design and early stages of preparation through to completion of the work. This will include the preparation of the health and safety file.

### **Client Obligation**

16. The Client shall use its best and reasonable endeavours to provide the Supplier with access to any and all relevant information, materials, properties and other matters which are required to enable the Supplier to provide the Services.
17. The Client shall use its best and reasonable endeavours to acquire any permissions, consents, licences or other matters which are required to enable the Supplier to provide the Services. This may include but is not limited to checking house deeds for any restrictions over tree works or with the local council for any protection orders.
18. The Supplier will not be held responsible for damage to the client's property unless it is due to the supplier's failure to exercise reasonable care and skill as required. The Client should also ensure that it has taken sufficient protection/insurance as is relevant. This may include a clause in your home building insurance that you must notify the insurance company on commencement of building works. The Supplier is only responsible for insuring the work.
19. The Supplier reserves the right to ask the client to remove items/vehicles etc before works commence. If this is not adhered to, any damage caused will not be the Supplier's responsibility and the Supplier will not accept liability.
20. The Supplier shall not be liable for any delay or failure to provide the Services where such delay or failure is due to the Client's failure to comply with the provisions of this clause.
21. If the Client provides the Supplier with any design documents, it is the Client's responsibility to ensure that these meet all legal requirements (including planning and building regulations and pay any associated fees); and are fit for the intended purposes (our obligation is only to build to the details shown in those documents). If the Supplier does not believe that the design documents are correct, it may raise a question with the Client, but it is under no obligation to check or do so.
22. The Client is not permitted to instruct our employees, subcontractors or tradesmen. If the Client so acts without communicating to the Supplier first, the Client will be responsible for the cost of any works, goods or materials they provide.

### **Quotation and Contract**

23. A quotation constitutes written acceptance and confirmation by the Supplier of the Client's order for the Services (as agreed between the Supplier and the Client) per a signed document, hereafter, it will be a binding contract.

24. If the Client wishes to vary any details of the Services as stated in Clause 4.1, the Client must notify the Supplier in writing as soon as possible. The Supplier shall endeavour to make any required changes and additional costs shall be invoiced to the Client. This must be completed before the 'no change date'.
25. If, due to circumstances beyond its control, the Supplier has to make any change in the Services or the arrangements relating to the provision thereof, it shall notify the Client immediately. The Supplier shall endeavour to keep any such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.
26. Prices set out in a quotation are correct at the time of issue but may be subject to change before terms are agreed, at the Supplier's discretion. This includes where there is a significant (>5% increase in the cost of materials).
27. Any agreed price after the tendering of a quotation and acceptance of that quotation shall be regarded as the agreed sum, subject to the terms of this agreement. Any final price is determined by reference to this contract.
28. Every change to the work which means that there will be extra materials, works or services to be provided by us (rather than a change in the work leaving something out or substituting items of the same value), may result in any increase in the price and a change to the work period.
29. If unexpected work arises, such as unsuitable foundations or defects in existing structures, we will tell you and ask how you wish for us to proceed. If these affect the attainment of the building certificate, we will be in touch to inform you of the relevant consequences.

#### **Fees and Deposit along with Payment Terms**

30. The total fee which is payable is exclusive of any processing charges. Payment methods and associated charges will be stated in each contract.
31. To ensure that we can appropriately manage your contract, there is a change deadline. After this date, any changes will be charged at £120 + VAT per change required.
32. Per our skip policy, each skip is chargeable and payable prior to delivery. The cost for the skip is stated on your quotation.
33. Hinds Building Services is not responsible for any waste disposal on site and the client should not assume that the waste disposal is included in the cost of the project.
34. In addition to the Fees, the Supplier shall be entitled to recover from the Client reasonable incidental expenses for materials used and for third party goods and/or services supplied in connection with the Services.
35. The Client shall pay the Supplier for any additional services provided by the Supplier that is not specified in this quotation in accordance with the Supplier's then current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between the Supplier and the Client. It is the responsibility of the client to request the hourly rate in advance.
36. The Fees are inclusive of any applicable taxes or levies which are imposed or charged by any competent authority.

#### **Payment**

37. The Client shall pay the Fees due during the work, on completion or otherwise in accordance with any credit terms agreed between the Supplier and the Client. These shall be paid within four (4) days (and not four working days) of the delivery of the invoice for the amount outstanding.
38. A phased payment arrangement will be agreed on a client-by-client basis and this will be included in the contract to be signed. Please note that if there are any delays to the work,



where payment has not been made within 28 days though activity continues on site, we reserve the right to send an interim bill.

39. We will not commence planning for the work until the deposit is paid. Any proposed time period provided is only activated once the deposit receipt has been provided.
40. Time for payment shall be of the essence of the Contract between the Supplier and the Client.
41. If the Client fails to make payment within the period, the Supplier shall charge the Client interest at the rate of 15% per annum above the Lloyds Bank base rate from time to time on the amount outstanding until payment is received in full.
42. Receipts for payment will always be issued by the Supplier.
43. To avoid fraud, the Client should ensure that it is paying the approved bank account of the Supplier, where there is any doubt, they should contact the Supplier by phone on its registered number and seek confirmation. We will not be liable for any fraud or misplaced payments.
44. The Client **will never be asked** to pay funds into a personal account. You should always refuse any request to pay to any account other than the authorised corporate bank account stated below.
45. With a view to avoiding fraud, our bank details will never be changed by email or over the telephone. Rather, we will write to you.
46. All payments must be made in Pound Sterling unless otherwise agreed in writing between the Supplier and the Client.
47. If the work period is more than 28 days, we will be entitled to send you regular bills. We will send you monthly bills for staged payments as set out in our appendix below.
48. If we send monthly bills, they will be our valuation of any work we have carried out up to that date, together with the cost of all goods and materials delivered to the site and any payments made to our suppliers for goods not yet delivered to the site but intended just for the work provided such works, goods and materials comply with this contract.
49. Within 48 hours of receiving the bill, you must give us written notice if you do not plan to pay the amount of that bill and set out any reasons connected to the non-payment of the Bill. If you do not give us written notice under this section, you will have to pay us the amount set out in our bill.

### **Termination**

50. This clause relates to the termination of the contract: the Supplier may terminate the provision of the Services immediately if:
  - (a) The Client commits a material breach of its obligations under these Terms and Conditions;
  - (b) The Client is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors; or
  - (c) The Supplier become insolvent including bankruptcy, liquidation, receivership or administration.
51. If the suspension relates to non-payment of funds, our right to suspend the work ends when you pay the amount due in full unless in the meantime we have ended our obligations under the contract.

### **Your Remedies for Defects and the defects period**

52. This section explains the Client's remedies for defects and the duration of the defects period.
53. If the work does not meet the terms of this contract, you may ask us to repeat the work (which we will do within a reasonable time). This condition does not affect your remedies under the Consumer Rights Act 2015.
54. During the defects period, which is 6 months after the completion of the work, we will put right any defects in the work due to faulty workmanship or materials unless relevant clause in your contract applies.

55. We will not be responsible for any of these defects:

Defects due to the conditions of the site or existing property from before we began work and which we could not expect PROVIDED THAT if we consider that the condition of the site, existing property, any neighbouring property or the access to the site may affect the work, we must write and tell you this. We will have carried out our duty by giving you that warning. If you still insist that we carry out the work with the site or relevant property in this condition, you should confirm this in writing, and it will be at your risk;

Defects caused by you or any other person or caused by any event, which happen after the end of the work period.

### **Disputes under this Contract**

56. If any or difference dispute arises, either of us may ask for a meeting to be held in good faith in an effort to sort out the dispute quickly and amicably. It may be helpful for you and/or us to list the points of dispute in writing so that both of us clearly understand the causes of the dispute.

57. For any unresolved issues, you and we may try, in good faith, to sort the dispute out using an Alternative Dispute Resolution (ADR) procedure. Because we are a member of FMB we can use the FMB Dispute Resolution Service to assist. This service is free of charge and attempts to resolve the dispute through mediation. Alternatively, either of us can agree to contact another ADR service that we both agree on.

58. If any matter continues to remain unresolved, either the Supplier or Client may start court proceedings.

### **Intellectual Property**

59. The Supplier reserves all copyright and any other intellectual property rights (if any) which may subsist in the products of, or in connection with, the provision of the Services. The Supplier reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such intellectual property rights.

### **Liability and Indemnity**

60. If the Supplier fails to perform the Services with reasonable care and skill, it shall carry out all required remedial action at no additional cost to the Client.

61. The Supplier shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if such delay or failure is due to any cause beyond the Supplier's reasonable control.

62. The Client shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Client.

### **Sub-Contracting and Third-Party Contracts**

63. The Supplier shall be free to sub-contract the provision of the Services (or any part thereof).

64. Where the Supplier sub-contracts the provision of the Services or any part thereof, it shall ensure that any and all sub-contractors are reasonably skilled in the relevant practices and shall not pass any additional charges that may be incurred through the use of such sub-contractors on to the Client.

65. The Supplier is entitled to any discounts or to access any promotions or benefits associated with the provision of these services.

### **Force Majeure**

66. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause, that is beyond the reasonable control of that party. Such causes include, but are not limited to power failure, Internet Service Provider failure, industrial action, pandemics, national medical emergencies, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

### **Use of Photography/Videography for Marketing Purposes**

67. While ensuring that there are limited identifying marks of the property and no identifying marks of the Client, the Supplier will use a range of photography and videography tools for the purpose of marketing or other commercial purposes.
68. Before the commencement of the work, the Client should notify the Supplier if they do not desire any photography within the property.

### **Consumer Rights**

69. Nothing in these Terms and Conditions shall affect the Client's statutory rights as a consumer.

### **Law and Jurisdiction**

70. These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
71. Any dispute, controversy, proceedings or claim between the Supplier and the Client relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

### **Cancelling the Contract**

72. This section explores the right to cancel the contract.
73. The Supplier will not start work under the contract until after the cancellation period has come to an end, unless you tell us to 'start work now'.
74. If you tell us to 'start work now', you still have a right to cancel the contract within the cancellation period, but we will charge you for any work which we do, or services we provide, before we receive your cancellation notice.
75. If you ask us to begin carrying out the work, or provide any services, during the cancellation period, you must pay us a fair amount for the work carried out, or services provided, until you told us that you are cancelling this contract.
76. The Client does not need to use a specific form to cancel the contract as long as it is clear from the words of the communication that you want to cancel.
77. The Supplier will treat notice of the cancellation as having been served as soon as we receive it (delivered in person or by post) or the date on which you sent it (if emailed to us electronically).
78. If you cancel the contract after you have been provided a start date but before work commences on site, we may deduct a standard cancellation fee of £250.00 + VAT for the preparation of your file.
79. If we have already purchased materials, we will determine whether these can be restocked. Special order or personalised items cannot generally be restocked. If these can be restocked, you will be charged any associated restocking fee.
80. Once any deductions in line with the above have been made, we will refund using the same method of payment you used for any payment or any other suitable method, unless you asked



us to pay using a different method of payment. Depending on the payment method, the Supplier will inform the Client of any processing charges to reverse the payment.

## **Other Key Matters under the Contract**

### **Intellectual Property**

81. The Supplier reserves all copyright and any other intellectual property rights (if any) which may subsist in the products of, or in connection with, the provision of the Services. The Supplier reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such intellectual property rights.

### **Liability and Indemnity**

82. If the Supplier fails to perform the Services with reasonable care and skill, it shall carry out all required remedial action at no additional cost to the Client.
83. The Supplier shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if such delay or failure is due to any cause beyond the Supplier's reasonable control.
84. The Client shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Client.

### **Sub-Contracting and Third-Party Contracts**

85. The Supplier shall be free to sub-contract the provision of the Services (or any part thereof).
86. Where the Supplier sub-contracts the provision of the Services or any part thereof, it shall ensure that any and all sub-contractors are reasonably skilled in the relevant practices and shall not pass any additional charges that may be incurred through the use of such sub-contractors on to the Client.
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95. The Supplier will not start work under the contract until after the cancellation period has come to an end, unless you tell us to 'start work now'.
96. If you tell us to 'start work now', you still have a right to cancel the contract within the cancellation period, but we will charge you for any work which we do, or services we provide, before we receive your cancellation notice.
97. If you ask us to begin carrying out the work, or provide any services, during the cancellation period, you must pay us a fair amount for the work carried out, or services provided, until you told us that you are cancelling this contract.
98. The Client does not need to use a specific form to cancel the contract as long as it is clear from the words of the communication that you want to cancel.
99. The Supplier will treat notice of the cancellation as having been served as soon as we receive it (delivered in person or by post) or the date on which you sent it (if emailed to us electronically).
100. If you cancel the contract after you have been provided a start date but before work commences on site, we may deduct a standard cancellation fee of £250.00 + VAT for the preparation of your file.
101. If we have already purchased materials, we will determine whether these can be restocked. Special order or personalised items cannot generally be restocked. If these can be restocked, you will be charged any associated restocking fee.
102. Once any deductions in line with the above have been made, we will refund using the same method of payment you used for any payment or any other suitable method, unless you asked us to pay using a different method of payment. Depending on the payment method, the Supplier will inform the Client of any processing charges to reverse the payment.