



TERMS AND CONDITIONS OF BUSINESS

PALACE GATE BUILDING SERVICES LIMITED

1. GENERAL

- 1.1 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.

2. ESTIMATE

- 2.1 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.

3. WRITTEN QUOTATION

- 3.1 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, 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.
- 3.2 FOR THE AVOIDANCE OF DOUBT, THE WRITTEN QUOTATION IS PROVIDED AS A COMPREHENSIVE PACKAGE FOR THE AGREED SCOPE OF WORKS, AND THE PRICING OF INDIVIDUAL ITEMS WITHIN THE QUOTATION IS CONDITIONAL UPON THE ENTIRE SCOPE BEING UNDERTAKEN TOGETHER. SHOULD YOU WISH TO PROCEED WITH ONLY A PORTION OF THE WORKS, THIS WILL BE TREATED AS A VARIATION TO THE SCOPE, AND WE RESERVE THE RIGHT TO ISSUE A NEW OR REVISED QUOTATION REFLECTING THE ADJUSTED PRICING FOR THE SELECTED WORKS, WHICH MAY DIFFER FROM THE ORIGINAL QUOTATION.

4. CLIENT OBLIGATIONS – CLIENT PROJECT MANAGEMENT OF MATERIALS

- 4.1 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. PLEASE KINDLY NOTE THAT ‘WASTE’ IS REQUIRED FOR CERTAIN PROJECTS FOR EXAMPLE FLOORING AND TILING AND SO ADDITIONAL MATERIALS MUST BE PURCHASED BY THE CLIENT TO ALLOW FOR NATURAL WASTE. WE CAN ADVISE ON THE WASTE RATIOS REQUIRED – PLEASE DO ASK.

Our registered company office address is:

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- 4.2 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, WE RECOMMEND CONSULTING WITH US PRIOR TO ORDERING TO CONFIRM THEIR SUITABILITY FOR THE WORKS, WHICH CAN HELP AVOID DELAYS OR ADDITIONAL COSTS FROM RETURN VISITS.
- 4.3 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 THE CLIENT WILL CAREFULLY CHECK THE PRODUCTS/MATERIALS PROVIDED BY YOUR SUPPLIER TO ENSURE THAT THERE ARE NO OBVIOUS DEFECTS OR MISSING MATERIALS OR PRODUCTS IN ADVANCE OF THE AGREED START DATE.
- 4.4 UNLESS OTHERWISE AGREED, 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 AND THESE MATERIALS AND/OR PRODUCTS ARE NOT IN PLACE READY FOR WORK TO COMMENCE ON THE AGREED START DATE, WE REQUIRE AT LEAST 2 WORKING DAYS' (48 HOURS) NOTICE OF SUCH AN EVENTUALITY. WE WORK ON A SELF-EMPLOYED BASIS AND IF WE DO NOT WORK, WE DO NOT GET PAID AND GIVING US AT LEAST 48 HOURS' NOTICE ALLOWS FOR US TO SECURE ALTERNATIVE WORK/INCOME.
- 4.5 WE CHARGE AND THE CLIENT AGREES TO PAY A ONE OFF CANCELLATION FEE EQUIVALENT TO ONE DAY'S LABOUR AT £360.00 INCLUDING VAT WHERE 48 HOURS' NOTICE IS NOT GIVEN RELEVANT TO 4.4. TO AVOID THIS SITUATION, IT IS ADVISABLE FOR THE CLIENT TO ENSURE THAT MATERIALS OR PRODUCTS WHICH THE CLIENT AGREES TO PURCHASE, OR SUPPLY ARE DELIVERED AND ON SITE IDEALLY AT LEAST ONE WEEK OR AT A MINIMUM OF 72 HOURS BEFORE THE SCHEDULED AND AGREED START DATE. WHERE 48 HOURS' NOTICE IS GIVEN IN THIS REGARD THEN NO CANCELLATION CHARGES WILL APPLY.
- 4.6 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.
- 4.7 IN THE EVENT THAT YOU HAVE TAKEN RESPONSIBILITY FOR ORDERING MATERIALS AS PART OF A LARGER PROJECT, AND WE HAVE QUOTED FOR THE FITTING OF THOSE MATERIALS WITHIN THE SCOPE OF THAT PROJECT, IF UPON OUR ARRIVAL THE MATERIALS ARE NOT AVAILABLE, ARE FAULTY, OR ARE DEEMED UNSUITABLE FOR FITTING, WE WILL RETURN TO COMPLETE THE FITTING AT A LATER DATE. HOWEVER, SUCH RETURN VISITS WILL NOT BE UNDERTAKEN AT THE ORIGINALLY QUOTED PRICE, AS OUR PRICING IS BASED ON COMPLETING THE WORKS DURING A SINGLE VISIT WITH ALL TOOLS AND RESOURCES ALREADY ON SITE. RETURN VISITS INCUR ADDITIONAL COSTS, INCLUDING BUT NOT LIMITED TO TRAVEL, SETUP, AND REPACKING OF TOOLS, AND ARE SUBJECT TO OUR MINIMUM CHARGE, CURRENTLY SET AT £80 (INCLUSIVE OF VAT). WE WILL PROVIDE A NEW OR REVISED QUOTATION FOR THE RETURN VISIT, WHICH YOU MAY ACCEPT OR DECLINE. FOR THE AVOIDANCE OF DOUBT, THIS CLAUSE DOES NOT APPLY WHERE WE HAVE TAKEN RESPONSIBILITY FOR SOURCING THE MATERIALS.

5. CLIENT OBLIGATIONS – GENERAL

- 5.1 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.

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- 5.2 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.
- 5.3 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.
- 5.4 UNLESS EXPRESSLY INCLUDED AS PART OF THE WRITTEN QUOTATION AS PER 3.1 ABOVE, YOU SHALL BE SOLELY RESPONSIBLE FOR ANY IMPROVEMENTS, REPAIRS, OR REDECORATING OF THE PREMISES (OR ANY INSTALLATIONS MADE BY US) REQUIRED FOLLOWING THE COMPLETION OF THE WORKS, WITHOUT PREJUDICE TO YOUR RIGHTS AND OBLIGATIONS UNDER 11.1 BELOW. FOR THE AVOIDANCE OF DOUBT, SUCH RESPONSIBILITIES MAY INCLUDE, BUT ARE NOT LIMITED TO, REPAINTING WALLS, REPAIRING FIXTURES, OR ADDRESSING ANY AESTHETIC ADJUSTMENTS NOT SPECIFIED IN THE QUOTATION.

6. OUR SUPPLIER/CONTRACTOR OBLIGATIONS

- 6.1 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.
- 6.2 WE WILL SUPPLY MATERIALS AND/OR PRODUCTS NEEDED FOR THE WORKS (IF ANY) THAT ARE OF HIGH QUALITY AND, WITHOUT PREJUDICE TO 3.1 ABOVE, WILL TAKE FULL RESPONSIBILITY FOR REPLACING ANY MATERIALS AND/OR PRODUCTS THAT PROVE TO BE FAULTY OR SUBSTANDARD.
- 6.3 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 THIS IS AGREED DURING THE INITIAL QUOTATION PERIOD.
- 6.4 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.
- 6.5 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. IN TERMS OF THE REMOVAL OF WASTE WE CONFIRM THAT WE HOLD A WASTE CARRIERS LICENCE.

7. CONTRACTUAL BASIS

- 7.1 WE OPERATE AS A SELF-EMPLOYED BUSINESS AND PRICE OUR SERVICES PROVIDED TO YOU BY THE JOB, NOT BY HOURLY RATES OR SET WORKING HOURS. THIS IS THE CASE UNLESS EXPLICITLY AGREED OTHERWISE IN WRITING WITHIN THE ORIGINAL QUOTATION. ACCORDINGLY, OUR SERVICES ARE NOT PROVIDED ON AN EMPLOYED OR EMPLOYEE CONTRACTUAL BASIS. AS SUCH, YOU ARE NOT RESPONSIBLE FOR PROVIDING LUNCH BREAKS, HOLIDAY PAY, PENSIONS, OR ANY OTHER EMPLOYEE BENEFITS. OUR WORKING

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DAY TYPICALLY COMMENCES AT 9AM, BEGINNING WITH THE LOADING OF TOOLS AND, WHERE APPLICABLE, MATERIALS INTO OUR VAN. ON OCCASION, ADDITIONAL TIME MAY BE REQUIRED PRIOR TO ARRIVING AT THE JOB SITE FOR SOURCING MATERIALS, WHICH MAY RESULT IN A LATER START TIME PARTICULARLY FOR PROJECTS LOCATED OUTSIDE OF EXETER, WHERE WE ARE BASED. CONSEQUENTLY, ON-SITE WORK WILL GENERALLY NOT COMMENCE AT 8AM. WE SHALL ENSURE COMPLIANCE WITH LOCAL NOISE REGULATIONS, REFRAINING FROM WORKING DURING UNSOCIAL HOURS. THE CLIENT SHOULD NOTE THAT, UNDER THIS CONTRACTUAL BASIS/ARRANGEMENT, IF A JOB EXTENDS BEYOND THE ANTICIPATED TIMELINE, NO ADDITIONAL CHARGES WILL BE APPLIED FOR THE ORIGINAL SCOPE OF WORKS AS QUOTED, AS OUR PRICING REMAINS FIXED BASED ON THE JOB IN ACCORDANCE WITH THE ORIGINAL SCOPE AND SPECIFICATION. UPON REQUEST, WE CAN PROVIDE AN ESTIMATED DURATION FOR THE WORKS AT THE OUTSET OF THE PROJECT, AND WE SHALL ENDEAVOUR TO NOTIFY YOU OF OUR EXPECTED ARRIVAL TIME, TYPICALLY ON THE MORNING OF OUR ANTICIPATED ARRIVAL OR THE EVENING PRIOR TO THE FIRST WORKING DAY. THROUGHOUT THE PROJECT, WE WILL PROVIDE REGULAR UPDATES ON OUR PROGRESS TO ENSURE ALIGNMENT WITH THE PROJECT TIMELINE AND TO MEET CLIENT EXPECTATIONS. FOR THE AVOIDANCE OF DOUBT, ONCE WE HAVE COMMENCED YOUR PROJECT, UNLESS OTHERWISE AGREED WE WILL NOT UNDERTAKE ANY OTHER PROJECTS WHICH RUN CONCURRENTLY, ENSURING OUR FULL COMMITMENT TO THE WORKS AGREED.

8. MATERIALS AND PRODUCTS

- 8.1 FOR THE AVOIDANCE OF DOUBT, ALL MATERIALS AND/OR PRODUCTS SUPPLIED AND DELIVERED TO YOU BY US 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.

9. FORCE MAJEURE

- 9.1 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, INDUSTRIAL ACTION OR LABOUR DISPUTES OF WHATEVER NATURE, AND ANY OTHER REASON BEYOND THE CONTROL OF THAT PARTY). THIS INCLUDES PREVENTION FROM OR HINDRANCE IN OBTAINING ANY RAW MATERIALS, ENERGY OR OTHER SUPPLIES BEYOND THAT SPECIFIED ABOVE IN PART 4.4.

10. CANCELLATION – SERVICES/LABOUR

- 10.1 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.

11. CANCELLATION – MATERIALS WHICH WE SUPPLY

- 11.1 WHERE MATERIAL MONEY HAS BEEN PAID IN ADVANCE BY A CLIENT AND THE SCHEDULED WORK IS SUBSEQUENTLY CANCELLED IN ACCORDANCE WITH THE ABOVE,

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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.

12. MATERIALS AND PRODUCTS SUPPLIED BY US – PAYMENTS IN ADVANCE

12.1 WE NEVER ASK FOR LABOUR CHARGES TO BE MADE IN ADVANCE HOWEVER, WE DO ASK FOR PAYMENT TO BE MADE IN ADVANCE FOR MATERIALS SUPPLIED BY US.

12.2 ONCE A QUOTE IS ACCEPTED PAYMENT FOR MATERIALS IS MADE IN ADVANCE AT LEAST 7 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.

12.3 UPON ACCEPTANCE OF OUR QUOTATION, WE WILL FORWARD AN INVOICE IN RESPECT OF THE MATERIAL MONEY TO BE PAID FOR IN ADVANCE.

13. PAYMENTS – LABOUR

13.1 FULL PAYMENT TERMS (INCLUDING, WHERE RELEVANT, INTERVAL PAYMENTS TO BE MADE BY YOU) ARE AS SET OUT IN THE APPLICABLE QUOTATION. FOR THE AVOIDANCE OF DOUBT, YOU AGREE TO SETTLE ANY UNDISPUTED INVOICE IN FULL UPON COMPLETION OF ANY WORK BY BANK TRANSFER ON THE SAME DAY AS COMPLETION. YOU FURTHER 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.

13.2 GENERALLY, WHERE A PIECE OF AGREED WORK TAKES LESS THAN FIVE WORKING DAYS TO COMPLETE, OUR BUSINESS TERMS AND CONDITIONS REQUIRE THAT THE FINAL LABOUR CHARGES BE PAID BY DEBIT CARD OR BANK TRANSFER ON THE SAME DAY AS THE FINAL COMPLETION OF THE WORK. PLEASE KINDLY ENSURE THAT SOMEONE WILL BE PRESENT AT THE END OF THE JOB TO INSPECT THE WORK COMPLETED AND MAKE PAYMENT.

13.3 FOR THE AVOIDANCE OF ANY DOUBT IN TERMS OF PART 13.2 UPON COMPLETION MEANS ON THE SAME DAY THAT WORK IS COMPLETED.

13.4 WE ARE A SMALL FAMILY BUSINESS. FOR LARGER PRODUCTS WHICH EXCEED FIVE WORKING DAYS UNTIL FINAL COMPLETION, WE ASK FOR THE WORK COMPLETED TO A FULL AND FINAL FINISHED STANDARD DURING THAT WEEK (OR FIVE-DAY PERIOD) TO BE PAID FOR ON THE FRIDAY AT THE END OF THAT WEEK. FOR EXAMPLE, IF WE FIT FLOORS IN SIX ROOMS AT A PROPERTY AND THREE ROOMS ARE FINISHED AT THE END OF A FIVE DAY PERIOD, WE WOULD REQUIRE PAYMENT FOR THE FLOORS FINISHED ON THE FRIDAY AT THE END OF THE WEEK OR A FIVE-DAY PERIOD.

13.5 IN ALL CASES, WE ASK THAT SOMEONE WHO IS RESPONSIBLE OR DELEGATED TO BE RESPONSIBLE BY THE CLIENT IS THERE AT THE END OF THE JOB TO SIGN OFF THE QUALITY OF WORK UNDERTAKEN TO INSPECT THE WORK CARRIED OUT BEFORE PAYMENT IS MADE.

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13.6 PLEASE NOTE THAT WE DO NOT TAKE PAYMENT BY CASH, CHEQUE OR CREDIT CARD UNLESS EXPRESSLY PREVIOUSLY AGREED OTHERWISE.

14. **COMPLAINTS**

14.1 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.

14.2 WE HAVE A COMPLAINTS POLICY ON OUR WEBSITE FILED UNDER 'COMPLAINTS POLICY' IN THE SUB MENU 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.

14.3 THANK YOU FOR YOUR BUSINESS! WE VERY MUCH LOOK FORWARD TO WORKING WITH YOU.

SIGNED: TIMOTHY O'DONNELL
 DIRECTOR
 PALACE GATE BUILDING SERVICES LIMITED

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