

TERMS AND CONDITIONS

1. Definitions

1. “Company” shall mean ProServe Painting LTD its successors and assigns or any person acting on behalf of and with the authority of ProServe Painting LTD.
2. “Customer” shall mean the Customer or any person acting on behalf of and with the written authority of the Customer.
3. “Work” shall mean all Works (including the supply of Materials) undertaken by the Company and described in this contract and includes any advice or recommendations.
4. “Materials” shall mean Materials required to complete the Works.
5. “Prime Cost Item” shall mean an item that either has not been selected, or whose Price is not known, at the time this contract is entered into and for the cost of supply and delivery of which the Company must make a reasonable allowance in the contract.
6. “Provisional Sum” shall mean an estimate of the cost of carrying out Works under this contract for which the Company, after making all reasonable inquiries, cannot give a definite Price at the time this contract is entered.
7. “Price” shall mean the Price of the Works as agreed between the Company and the Customer.

2. Acceptance

1. Any instructions received by the Company from the Customer for the supply of Works and/or the Customer’s acceptance of Works undertaken by the Company shall constitute acceptance of the terms and conditions contained herein.
2. Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
3. Upon acceptance of these terms and conditions by the Customer, the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the Company.
4. None of the Company’s employees, agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by a Director of the Company in writing nor is the Company bound by any such unauthorised statements.

3. Scope of Work

1. In relation to the condition of existing walls and ceilings, unless specifically mentioned, no provision is made for repair of plastering beneath papered walls or ceiling surfaces, as it is assumed that such plastering is in good condition, and is suitable to take treatment without issue. Similarly, the costs of the repairs and renewals of any defects which are not visible at the time of estimating will be chargeable, unless allowance for such items is included in the quotation.
2. Estimated completion times are guidelines and although we will endeavour to complete the work in the time frame provided, we will not be held liable for failure to complete the scheduled works within the estimated time frame. Similarly, it may be that by employing extra resources we can finish a project more quickly than estimated. In which case the price of the quote will not change.
3. Where carpet or flooring coverings may require lifting to allow concealed works, no charge is made for this service, with best endeavours being made to avoid damaging them and to refit them to an acceptable standard. However, consideration of employing a specialist fitter may be prudent, at your cost to affect a fully satisfactory reinstatement.
4. Where radiators or other fixtures and fittings require removal and refitting to facilitate the work, the costs are to be agreed directly between the customer and the third-party contractor/s.
5. Where scaffold or roofing services are required to facilitate the completion of works, the costs are to be agreed directly between the customer and the third-party contractor/s.
7. All endeavours will be made to undertake any work to a clean standard.
8. Whilst undertaking the work at the property, the client is required to provide water and power free of charge

4. Hazardous Materials

Unless specifically stated in this quotation, the quoted price is based on the assumption that the work for which this quotation is submitted will be executed in a hazardous material free environment. It is a strict condition of this quotation that the customer accepts full responsibility for the resolution of any problems and for delays and additional costs which may result from the presence of these materials in or about the site on which the works (or any part thereof) are to be performed.

5. Work Site Access

We have based our offer on free and unrestricted access to all required work areas.

6. Exclusions

1. Clearing and / or moving of furniture and other items blocking access to work areas are not included.
2. Third party costs related to work outside of the scope of Decoration, ie Plumbing, Carpentry, Plastering, Electrical and more.
3. Replacement of existing broken materials, fixtures and fittings that are identified during the course of the works.
4. The company shall not be liable for any damage caused by third party contractors. Any damage caused should be resolved by the third party contractor and the customer directly.

7. Extras and Variations

All extras and variations are additional to the original quotation and must be agreed in writing prior to commencement.

8. Pricing

1. The costs quoted assume continuous and unhindered access to the site by prior arrangement with you.
2. Unless stated otherwise, the costs quoted assume standard working hours between the hours of 8:00am-4.00pm Monday-Friday. Work required outside these hours may attract out of hours premium rates.
3. Where a deposit has been requested by the company, the works cannot be commenced until clearance of deposit funds.
4. All figures quoted are exclusive of VAT
5. All figures quoted are valid for a date of 60 days from the date of the estimate or quotation.

9. Payment

1. The client agrees to pay the company the full price quoted.
2. The client agrees to settle any invoice within 7 days of the date of the invoice.

10. Risk and Title of Goods and Property

1. The risk in all goods supplied shall pass to the Client upon delivery.
2. All goods supplied shall remain property of ProServe Painting LTD until all sums due have been paid in full.

3. The client is responsible for ensuring that the property is insured for the duration of the installation work.

12. Warranty

ProServe Painting LTD warrants its work to be defect free for a period of 30 days from invoice date. Such cover does not extend to goods not supplied by ProServe Painting LTD or physical damage to products, or any instance where the original work has been altered or tampered with subsequently by third parties.

13. Payment

1. Unless agreed in writing payment in full must be made on completion of the specified works to ProServe Painting LTD. Stage payments will be requested by prior arrangement where planned works take longer than 30 days. We reserve the right to request from you stage payments in the instance where works take longer than 30 days.

2. All stage payments are by prior arrangement only.

14. Dispute Resolution

In the event of a dispute, mediation is to be the preferred method of resolution.

15. General

1. The customer shall make available to the Company personnel use of adequate site amenities at no cost to the Company.

2. The customer shall inform the Company personnel of:

general and specific safety requirements as and when they arise, in relation to the site; and

any incident or potential hazard that may cause harm to Company personnel.

3. The Company personnel shall present in Company corporate uniform whilst attending and working at the site.

4. The Company personnel shall, unless otherwise agreed, provide all necessary tools of trade for the carrying out and completion of work under the contract.

5. Wherever used in this contract; "contract price" shall mean the quoted price as varied; "materials" include consumables plant equipment and devices supplied in the course of the contract; the "Company" shall include entities related to ProServe Painting LTD.

6. If any term or condition of this contract is found to be void it shall be excised without affecting the enforceability of the remaining terms and conditions.

16. Termination of the contract by AJ Décor

1. ProServe Painting LTD will not tolerate aggressive or rude behaviour, racism, nationalism; sexism, homophobia or ageism directed towards any of its staff or tradespersons and reserves the right to terminate the project at any time in this event.

9. Law and Jurisdiction

This Agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

This document was last revised on 05/01/21.