



## Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY - BY USING THE SERVICES OF STOCKBRIDGE DECORATORS YOU ARE ENTERING INTO A CONTRACT WITH US AND AGREEING TO THE FOLLOWING TERMS AND CONDITIONS.

'We', 'us' and 'our' means Stockbridge Decorators. 'You', 'the client', 'the customer', 'your' means the person who requested our services and enters into this contract.

## **SECTION 1 - FIXED RATES AND QUOTATIONS**

### **1.1 Contract**

The agreed final quote represents a written contract for the exact work to be completed at the price quoted.

- Any agreement made verbally is not covered by the contract unless it has been written into said contract.
- The agreement is made between Stockbridge Decorators and the client. The client is identified as the person who requested the quotation.
  - Stockbridge Decorators will not enter into any dialogue, accept any requests or communicate in any way with anyone other than the client except where the client has provided written permission that allows them to do so.
- The acceptance of the quote, electronically or by any other means signifies a full acceptance and commitment to accept these terms and conditions.
  - Please check your quotation carefully.

### **1.2 Scope of quoted work**

The quote written by Stockbridge Decorators for the client represents the requests of the client. It is not a builder's survey and we will not be held liable for any task that is not included in the written quote.

### **1.3 Electric and water**

The client will be expected to provide electrical power, running water and toilet facilities where reasonably possible.

## **1.4 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 specified. 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.

## **1.5 Cancellation**

In the event of cancellation by the client, the client agrees to notify Stockbridge Decorators in writing or by email 28 days before the project start date. In the event that Stockbridge Decorators are not notified of the cancellation, the client agrees to pay all of Stockbridge Decorators administration, lost work and scheduling costs amounting to no less than 25% of the total project cost.

If the customer elects to cancel our services after we have begun work, the customer agrees to pay all of Stockbridge Decorators administration, lost work and scheduling costs amounting to no less than 50% of the total project cost. Postponement of scheduled works rather than cancellation is acceptable only if the rescheduled date is bona fide and within 8 weeks of the initial date scheduled. Should further postponement occur, you will be deemed to have cancelled our services and the cancellation levy will apply as above.

## **1.6 Materials**

All necessary materials can and will be provided by us unless otherwise agreed and will always be of high quality and used in an appropriate manner as per the manufacturer's guidelines. Where it is necessary to match existing decor, our work will be carried out with this in mind, using appropriate materials that provide an exact match where possible. If an exact match will not be achievable, the client will be consulted. Stockbridge Decorators are not responsible for the performance or suitability of any materials, parts or products purchased directly by the client and allow Stockbridge Decorators to use these at their own risk.

## **1.7 Changes to your quote**

Any quote or estimate is subject to revision, if a customer makes changes to their property or building after receiving a quote from Stockbridge Decorators, customers must let us know of all changes made as soon as possible, so that their quote can be revised. Any changes made without notifying us, may cause a delay in the work until a price has been agreed for any changes.

## **1.8 Completion timescales**

Estimated completion times are guidelines and although we will endeavour to complete the work in the time frame intimated, 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.

## **1.9 Storage of tools**

We may on occasion request that tools be left on site overnight. The client reserves the right to decline such requests.

## **1.10 Validity period of quotations**

Quotes are valid for 28 days from the date of issue.

## **1.11 Damages and sub-standard workmanship**

It is the responsibility of the client:

- To remove valuable and/or fragile items from the areas to be decorated.
  - To remove pictures and other items hanging from the wall.
- To remove electrical goods from the areas where works will be carried out.

Assistance can be provided with the re-positioning and/or removal of bulky furniture items and goods. We reserve the right to decline to move goods if the condition is at risk of damage to the equipment or the property. We reserve the right to decline to move particularly heavy or bulky items if they present a higher than accepted health and safety risk. Where items cannot be covered or protected, but could easily have been removed, we will request that they are removed before work commences. We cannot be held liable for damage to such items if they are not removed.

Where any doubt exists as to the suitability and or structural soundness of any working platform such as balcony, flat roof etc. the client may be asked to provide professional evidence such as structural engineers report prior to works commencing. Where a roof of any type / style is to be used to gain access for external decoration works to Stockbridge Decorators accept no liability for any damage to have been caused as a result of utilising for access during the works.

In the event of breakage or damage to the property, Stockbridge Decorators will notify the client immediately and set out steps to remedy the situation. Similarly, if at the end of the job the client is dissatisfied with any aspect of the service, they must inform us as soon as possible. Clients must allow Stockbridge Decorators to effect a remedy using our own tradespersons and under no circumstances will we be held liable for the costs of reparations by third parties that we have not expressly agreed to in writing. Stockbridge Decorators must have it in writing within 24 hours of an alleged breakage or damage caused by our employees.

### **1.12 Additional work**

We are in most cases happy to do small “favours” for our clients over and above our quotations however this is expressly done at your own risk and we will not accept any responsibility for any work undertaken that is not in your written quote, including loss or damage to persons or property.

### **1.13 Precautions**

We will take every possible precaution to ensure that all vulnerable areas and any objects left in the work area are carefully and thoroughly covered and/or masked. However, there will always remain a very small risk of over-spill or dust getting past these precautions. In the rare event of over-spill, dust or other cosmetic damage, we will endeavour to ensure that it is satisfactorily cleaned.

### **1.14 Pre-existing damage**

We may take photographs of your property or complete a pre-existing damage form prior to the start of the project. In the unlikely event that we do damage your property and this is a result of our negligence, you will be covered by our insurance for the full amount. However, claims that we can dispute with photo evidence or written agreement will incur a £50 charge per complaint to cover administration costs.

### **1.15 Payment of quoted and fixed price work**

The client agrees to pay the invoice for completed work within 14 days after completion of the project. In the event that the client is unhappy with the standard of workmanship, the correct complaints procedure as shown in these terms and conditions must be followed. All materials purchased for, or on behalf of the client, remain the property of Stockbridge Decorators until payment of the final invoice by the client to Stockbridge Decorators. In the event of dispute, the client agrees to allow access to the property to a representative of Stockbridge Decorators to retrieve all materials that remain the property of the company. We are happy to provide invoices for businesses and individuals. However, payment is due within the time-scales as stated in the Terms and Conditions and the amount, unless amended by Stockbridge Decorators, is fixed in the quotation. Therefore, the client is liable for payment, regardless of whether an invoice has been received. A second copy of an invoice can be issued at a cost of £15 per invoice to cover administration costs.

### **1.16 Completion of the project**

If Stockbridge Decorators deems it necessary, the client must be available on the last day of the project for consultation and final sign-off for the project. In the event that the client is unavailable, unless otherwise agreed in writing, the client accepts that the project has been completed to their satisfaction and payment in full is due.

### **1.17 Termination of the contract by Stockbridge Decorators**

Stockbridge Decorators will not tolerate aggressive or rude behaviour, racism, nationalism; sexism, homophobia or ageism directed towards any of its staff or trades-persons and reserves the right to terminate the project at any time in this event.

## **SECTION 2 - PAYMENT**

### **2.1 Payment methods**

We accept, Bank transfers, Visa/MasterCard & Cash for settlement of your account.

### **2.2 Payments to trades-persons**

Our staff is not permitted to accept payment - to pay for your deposit or completed job, you must pay Stockbridge Decorators directly unless you have been given permission from one of our directors in the office through email or our contact number otherwise your account will remain outstanding until such time as Stockbridge Decorators receives payment directly.

If you pay any member of staff for either a deposit or completion of work, you will be in breach of your terms and conditions and an administrative charge of £50.00 will be charged.

### **2.3 Payment time scales**

The client agrees to pay the invoice a maximum of 14 Days after submission of the project invoice. Stockbridge Decorators reserves the right to re-issue the invoice and request payment within 5 days of re-issue. Should the outstanding balance not be settled within 5 days, Stockbridge Decorators the right to apply an administration charge of £80.00 for each re-issue of invoices thereafter.

### **2.4 Unpaid accounts**

In the event that Stockbridge Decorators cannot recover any outstanding amounts after a reasonable amount of time, we will employ the services of a debt collection agency. The client accepts that the debt collection agency will increase the outstanding amount to cover their costs - this fee is applied as soon as the debt is passed from us to them and usually amounts to 33% of the cost of the invoice - it is therefore strongly in your interests to settle your invoice as soon as possible to avoid these extra costs. Once the debt passes from us to the debt collection agency, we have no further involvement in the account and cannot reverse the process or any associated fees.

## **SECTION 3 - PRIVACY POLICY**

We will never sell or otherwise pass on your contact details to any other company or third party, unless required to do so by law. When you contact us, your details may be retained to assist with your enquiry. Your details will be used for correspondence and may also for marketing purposes by Stockbridge Decorators. If you do not wish for your details to be used for marketing purposes please contact us.

Stockbridge Decorators collects details about you from your use of our service and your visits to our web site and other sites accessible from them.

We may collect additional information in connection with your participation in any promotions or competitions offered by us and information you provide when giving us feedback. We also monitor customer traffic patterns and site use which enables us to improve the service we provide.

Access rights - To obtain a copy of the personal information Stockbridge Decorators holds about you, please write with full details to us at: Data Protection Officer, Stockbridge Decorators 3/2 Monmouth Terrace EH3 5QT enclosing your cheque or postal order for £10 payable to Stockbridge Decorators.