

Heritage Tiling Services

Please read these Terms and Conditions carefully. All contracts that the provider may enter from time to time for the provision of the provider's services shall be governed by these Terms and Conditions and by the customer accepting the providers written estimate and instructing the providers services, will be deemed as acceptance of these Terms and Conditions and form a contract between the provider and customer.

1. Definitions

1.1 In these Terms and Conditions, except to the extent expressly provided otherwise:

"Business Day" means any weekday other than a bank or public holiday in England.

"Business Hours" means the hours of 08:00 to 15:00 GMT/BST on a Business Day.

"Charges" means the following amounts:

- (a) the amounts specified in Section 5 of the statement of work; and
- (b) the costs of the materials calculated in accordance with the provider's standard price list.

"Contract" means a particular contract made under these Terms and Conditions between the provider and the customer.

"Customer" means the person or entity identified as such in Section 1 of the statement of work.

"Customer Premises" means any premises owned or controlled by the customer at which the parties expressly or impliedly agree the personnel of the provider shall provide services.

"Customer Representatives" means the person or persons identified as such in Section 6 of the statement of work, and any additional or replacement persons that may be appointed by the customer giving to the provider written notice of the appointment.

"Deposit" means the monies paid by the customer to the provider to confirm their intention to proceed with the statement of works.

"Effective Date" means the date that the customer agrees and accepts to proceed with an estimate, incorporating these Terms and Conditions.

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

"Materials" means those materials, products, parts, spares and other goods that are required to complete the statement of works.

"Provider" means Heritage Tiling Services.

"Provider Equipment" means the equipment owned or sourced by the provider that is used, or to be used, by the provider while providing the services.

"Provider Representatives" means the person or persons identified as such in Section 6 of the statement of work, and any additional or replacement persons that may be appointed by the provider giving to the customer written notice of the appointment.

"Services" means the tiling services specified in Section 3 of the statement of work.

"Statement of Work" means a written statement of work (also identified as an estimate) agreed by or on behalf of each of the parties.

"Term" means the term of the contract, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2; and

"Terms and Conditions" means all the documentation containing the provisions of the Contract, namely the main body of these Terms and Conditions and the Statement of Work, including any amendments to that documentation from time to time.

2. Term

- 2.1 The contract shall come into force upon immediate effect of a written estimate being accepted by the customer.
- 2.2 The contract shall continue in force indefinitely, subject to termination in writing by either party no less than 14 business days before the commencement of the works start date.
- 2.3 Unless the parties expressly agree otherwise in writing, each statement of work or acceptance of any estimate shall create a distinct contract under these Terms and Conditions.

3. Services

- 3.1 The provider shall provide the services to the customer in accordance with these Terms and Conditions.
- 3.2 The provider shall provide the services with reasonable skill and care.
- 3.3 If the customer believes that any element of the services does not meet the standard specified in Clause 3.2, then the customer must notify the provider within 24 hours of the project completion and allow the provider to investigate the matter (including where applicable allowing the provider to inspect the results of those services) and if those services do not meet that standard, re-perform those services. Should it be found that damage has been caused by the customer or another third party, the provider will not be responsible for rectifying and any monies due to the provider will still be paid in full.
- 3.4 The provider shall use reasonable skill and care in preparing any estimate that the provider communicates to the customer of the time it will take to provide the services or some part of the services. Subject to this:

- (a) the customer acknowledges that any such estimate may be inaccurate & subject to change should situations out of the providers control may occur; and
 - (b) the provider shall not be bound by or liable in respect of any such estimate.
- 3.5 If the parties have agreed that the customer will provide any materials for the provider to use in the course of the Services, then the customer shall ensure that those materials:
- (a) comply with any requirements set out in the statement of work, estimate, or otherwise agreed by the parties in writing.
 - (b) are of a suitable type and good quality, have adequate dimensions and are otherwise suitable for use in connection with the Services; and
 - (c) are available at the customer premises at the appointed time for the provision of the relevant services.
- 3.6 Subject to Clause 13.1 and save to the extent that the requirement may arise out of the negligence or default of the provider, the provider shall not be responsible for providing, or liable in respect of, any moving of sanitaryware, radiators, furniture, that may be required because of the provision of the services.
- 3.7 The customer shall be responsible for the removal and proper disposal of any waste materials and debris arising out of the provision of the services unless stated otherwise in the agreed estimate.

4. Services appointments

- 4.1 The provider shall provide the services during appointments commencing on the date(s) and at the time(s) specified in writing, to which the customer has agreed.
- 4.2 The customer may cancel or request a change to the start date for the services appointment by giving to the provider no less than 14 business days' written notice of cancellation or request for a date change. If the customer cancels a services appointment in accordance with this Clause 4.2, then the customer shall be released from any liability to pay charges in respect of the relevant services and shall be entitled to a refund of any deposit previously paid in respect of those services.
- 4.3 If the provider is unable to attend a services appointment by reason of personnel shortage, illness, or bereavement, then providing the provider has used reasonable endeavours to engage alternative personnel and does not cancel more than two consecutive services appointments, the provider may by written notice to the customer cancel the services appointment, in which case:
- (a) the provider shall not be in breach of these Terms and Conditions or otherwise liable to the customer in respect of a failure to supply the relevant services; and

- (b) the customer shall be released from any liability to pay charges in respect of the relevant services and shall be entitled to a refund of any charges previously paid in respect of those services.
- (c) the customer may choose to not proceed further with the services however the customer will remain liable for the costs of any work already carried out and any materials whether used in full or not.

5. Materials

5.1 The provider shall supply to the customer those materials:

- (a) that are specified in the statement of work or estimate.
- (b) that are the subject of a written estimate agreed by the parties; and/or
- (c) the supply of which is reasonably necessary to enable the provision of the services by the provider to the customer.

5.2 Each written estimate which includes the supply of materials given by the provider to the customer shall be deemed to be an offer by the provider to the customer to supply those materials subject to these Terms and Conditions. If the provider issues a written estimate in accordance with this Clause 5.2, a contractual obligation for the provider to supply the materials to the customer will come into force when the customer gives or sends to the provider its written acceptance of the estimate, providing that the acceptance is received by the provider within five business days following the date of issue of the estimate. The customer understands that should the cost of materials increase significantly, the estimate will be amended to reflect the new costs and the customer will be liable.

5.3 Unless the parties agree otherwise in writing, the materials shall be delivered by the provider to the customer premises and, where applicable, installed by the provider through the services.

5.4 Risk in the materials shall pass from the provider to the customer when they come into the physical possession of the customer or of a person identified by the customer to take possession of the materials.

5.5 Legal and equitable title to the materials will pass from the provider to the customer upon the later of:

- (a) the installation of the materials; and
- (b) receipt by the provider of all amounts due from the customer in respect of the supply of the materials and the services.

5.6 Until title to the materials has passed to the customer, the customer shall hold the materials as the fiduciary agent and bailee of the provider, and the customer must:

- (a) not remove the materials from the customer premises.
- (b) keep the materials safe, dry and secure.

- (c) not install, alter or damage the materials or its original packaging.
 - (d) not deface, destroy, alter or obscure any identifying mark on the materials.
 - (e) ensure that no charge, lien, or other encumbrance is created over the materials; and
 - (f) deliver up the materials to the provider upon demand.
- 5.7 The provider shall be entitled without further notice to inspect or recover possession of any materials to which the provider retains title; and the customer hereby grants to the provider and its employees and agents an irrevocable licence to enter during business hours the customer premises, and any other premises where such materials are or may be situated, for the purpose of inspecting and/or removing any such materials.
- 5.8 The provider may issue and pursue a legal action against the customer for the price of the materials, notwithstanding that title to the materials has not passed to the customer.

6. Customer Premises

6.1 The Customer shall:

- (a) promptly provide to the provider such access to the customer premises as is reasonably required by the provider for the provision of the services;
- (b) maintain the customer premises in good order for the supply of the services and in accordance with all applicable laws;
- (c) if the customer is not a consumer, be responsible for ensuring the health and safety of the provider's personnel whilst they are at the customer premises;
- (d) if the customer is not a consumer, inform the provider of all health, safety and security rules, regulations and requirements that apply at the customer premises;
- (e) if the customer is not a consumer, maintain reasonable insurance cover for the provider's personnel whilst they are working at the customer premises (including reasonable public liability insurance); and
- (f) ensure that no third party service provider will be working at the customer premises during the provision of the Services at the customer premises by the provider.
- (g) ensure that the premises are safe for the provider and or any representatives, to carry out intended services
- (h) ensure that premises are ready for services to commence on agreed date and during working hours as set out in these terms

6.2 Unless agreed otherwise by the provider, the customer must ensure that prior to the commencement of the provision of the services at the customer premises, those areas of the customer premises where the services will be provided will be

clear of all furnishings, appliances, equipment, items, waste and debris that will or may prevent or inhibit the provision of the Services or be damaged by the carrying out of the Services. Should the location of the provision of services not be ready in line with the agreed start date, the provider reserves the right to leave the premises until the site is ready for works to commence. The customer will be liable for any additional costs which the provider incurs for the delayed start date.

- 6.3 If the customer is not a consumer, then in the performance of the services at the customer premises, the provider shall comply with all reasonable health, safety and security rules, regulations and requirements advised by the customer to the provider.
- 6.4 The provider shall use all reasonable measures to secure any keys, and any other means of access, supplied by the customer to the provider for the purpose of enabling the provider's personnel to enter and work at the customer premises.

7. Customer obligations

- 7.1 Save to the extent that the parties have agreed otherwise in writing, the customer must provide to the provider, or procure for the provider, such:
 - (a) co-operation, support and advice;
 - (b) information and documentation; and
 - (c) governmental, legal and regulatory licences, consents and permitsas are reasonably necessary to enable the Provider to perform its obligations under the contract.
- 7.2 The customer must provide to the Provider access to a water supply, a waste water disposal facility, a mains electricity supply and toilet facilities.
- 7.3 The customer grants the provider permission to take photos of the stages of work and of the room once completed which may be used for marketing, social media posts or the providers website. The provider will own the copyright to these images. The provider will not share any personal details or exact location of the premises.
- 7.4 The customer will provide the provider with a visitors parking permit or off street parking if the premises is in a location where parking is restricted to residents only.
- 7.5 The customer will ensure that any tiles/ materials that they are supplying to the provider will be available on the start date of the services with the correct amount in place. The materials must be in the room of the works being completed. For avoidance of doubt, the provider is not responsible for transporting any tiles/ materials from any garage, outbuilding, driveway or any other location.
- 7.6 Should the provider need to supply additional materials once the works have started due to the customer not having the correct amount of materials in place (if customer supplying), the customer will be liable for the cost of the additional materials required. The customer will be liable for an arrangement fee of £60.

7.7 The customer agrees that if they leave the premises at any point whilst the provider is on site, that no persons under the age of 16 are to be left on the premises unattended.

8. Provider Equipment

8.1 The provider may, with the consent of the customer, store the provider equipment at the customer premises.

8.2 The customer must not use, move or otherwise interfere with provider equipment stored at the customer premises, save with the express consent of the provider.

8.3 Save to the extent caused by the actions or omissions of the provider, its personnel and its representatives, the customer shall be responsible for all damage to and loss of provider equipment whilst it is at the customer premises.

8.4 Within three business days following the termination of the contract, the customer will make available for collection by the provider all provider equipment in the possession or control of the customer on the date of termination.

9. Representatives

9.1 The customer shall ensure that all instructions given by the customer in relation to the matters contemplated in the contract will be given by a customer representative to a provider representative, and the provider:

(a) may treat all such instructions as the fully authorised instructions of the customer; and

(b) may decline to comply with any other instructions in relation to that subject matter.

10. Payments

10.1 The customer must pay the charges to the provider upon completion of the works

10.2 The customer must pay the charges and/ or any agreed adjustments to the initial estimate by debit card, credit card, bank transfer or cash. The final invoice must be paid in full upon receipt.

10.3 If the Customer does not pay any amount properly due to the provider under these Terms and Conditions, the provider may:

(a) charge the customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

(b) claim interest and statutory compensation from the customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

11. Deposits

11.1 For any works that are due to exceed £1,000. A 20% deposit will be due from the customer to the provider to secure the dates requested.

11.2 The deposit paid will be deducted from the final invoice except for when the clauses in these terms are not adhered to by the customer in which case the deposit will then be surrendered, and the customer will forfeit any rights to claim the deposit.

11.3 The deposit will be returned to the customer within 10 working days should the contract be cancelled within 14 business days of the works start date.

11.4 The deposit is not transferrable to another service date if the timescales are not adhered to, set out in clause 4.2

12. Customer indemnity

12.1 The Customer shall indemnify and shall keep indemnified the provider against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Provider and arising directly or indirectly as a result of any breach by the customer of these Terms and Conditions.

13. Limitations and exclusions of liability

13.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law,

and, if a party is a consumer, that party's statutory rights will not be excluded or limited by these Terms and Conditions, except to the extent permitted by law.

13.2 The limitations and exclusions of liability set out in this Clause 14 and elsewhere in these Terms and Conditions:

- (a) are subject to Clause 14.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

13.3 The provider will not be liable to the customer in respect of any losses arising out of a Force Majeure Event.

- 13.4 The provider will not be liable to the customer in respect of any loss of profits or anticipated savings.
- 13.5 The provider will not be liable to the customer in respect of any loss of revenue or income.
- 13.6 The provider will not be liable to the Customer in respect of any loss of business, contracts or opportunities.
- 13.7 The Provider will not be liable to the Customer in respect of any special, indirect or consequential loss or damage.
- 13.8 The provider will not be responsible for incorrectly cared for products once installed
- 13.9 The provider is not responsible for misuse or damage caused by the customer, other contractors or any third party to the items installed by the provider

14. Force Majeure Event

- 14.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the contract (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 14.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the contract, must:
 - (a) promptly notify the other; and
 - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 14.3 A party whose performance of its obligations under the contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

15. Status of Provider

- 15.1 The provider is not an employee of the customer, but an independent contractor.

16. Termination

- 16.1 Both provider and customer can cancel any works scheduled by giving the other party no less than 14 business days written notice.

17. Subcontracting

- 17.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the provider may subcontract any of its obligations under the contract, providing that the provider must give to the customer, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

18. General

- 18.1 No breach of any provision of the contract shall be waived except with the express written consent of the party not in breach.
- 18.2 If any provision of the contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 18.3 The contract may not be varied except by a written document signed by or on behalf of each of the parties.
- 18.4 The customer hereby agrees that the provider may assign the provider's contractual rights and obligations under the contract to any successor to all or a substantial part of the business of the provider from time to time, providing that, if the customer is a consumer, such action does not serve to reduce the guarantees benefiting the customer under the contract. Save to the extent expressly permitted by applicable law, the customer must not without the prior written consent of the provider assign, transfer or otherwise deal with any of the customer's contractual rights or obligations under the contract.
- 18.5 The contract is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation, or settlement under or relating to the contract are not subject to the consent of any third party.
- 18.6 The main body of these Terms and Conditions and the statement of work shall constitute the entire agreement between the parties in relation to the subject matter of the Contract, and shall supersede all previous agreements, arrangements, and understandings between the parties in respect of that subject matter.
- 18.7 The contract shall be governed by and construed in accordance with English law.
- 18.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the contract.

19. Interpretation

- 19.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 19.2 The clause headings do not affect the interpretation of these Terms and Conditions.

- 19.3 References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
- 19.4 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

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