



Terms & Conditions

Floor Champions

Champion Services Group Ltd

Trading As : Floor Champions

By D.Champion, 2024 Edition

Please read these Terms and Conditions carefully. All contracts that the Provider may enter from time to time for any specialist floor cleaning and / or restoration services shall be governed by these Terms and Conditions, and the Provider will ask the Customer for the Customer's express written acceptance of these Terms and Conditions before providing services to the Customer.

DEFINITIONS 1

1.1 In these Terms and Conditions

"Business Day" means any day other than a Saturday, Sunday or a bank or public holiday in England.

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"Charges" means the following amounts:

- (a) the amounts specified in Section 5 of the Statement of Work;
- (b) such amounts as may be agreed in writing by the parties from time to time;
- (c) amounts calculated by multiplying the Provider's standard service-based charging rates (as notified by the Provider to the Customer before the date of the Contract) by the frequency, by the Provider's personnel performing the Services.

"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 with the personnel of the Provider Services;

"Effective Date" means the date of execution of a Statement of Work 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);

"Minimum Term" means, in respect of the Contract, or the period specified in Section 2 of the Statement of Work;

"Provider" means the specialist company appointed to undertake the relevant work;

"Company" means Floor Champions, a trading name for Champion Services Group Limited of Suite 118, Waterhouse Business Centre, 2 Cromar Way, Chelmsford, CM1 2QE. The company is incorporated in England. Champion Services Group Limited, established under the laws of England and Wales having its principal place of business at 2 Sturrocks, Basildon SS16 4PQ;

"Booking Agent" means Floor Champions, a trading name for Champion Services Group Limited of Suite 118, Waterhouse Business Centre, 2 Cromar Way, Chelmsford, CM1 2QE. The company is incorporated in England. Champion Services Group Limited, established under the laws of England and Wales having its principal place of business at 2 Sturrocks, Basildon SS16 4PQ;

"Services" means the cleaning services specified in Section 3 of the Statement of Work;

"Statement of Work" means a written statement of work agreed by or on behalf of each of the parties;

"Term" means the term of the Contract, commencing in accordance with Clause 4.1 and ending in accordance with Clause 4.2;

"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.

1.1. Unless the context requires otherwise, reference to the singular shall include the plural and references to the masculine shall include the feminine and neutral genders and vice versa.

1.2. The Headings contained in these Terms and Conditions are for convenience only and do not affect their interpretation.

1.3. Reference to any legislation shall include such legislation as amended or re-enacted from time to time, and whether before or after the date of formation of the relevant contract.

2. THE CONTRACT

2.1. These terms and conditions shall be incorporated into the Contract;

2.2. These terms and conditions may only be amended or varied if such amendment or variation shall be agreed or confirmed by the Provider in writing;

2.3. The Client agrees that placing an order for work via email or by accepting booking over the telephone with booking receipt (via Booking Agent) shall constitute the Clients acceptance of these terms and conditions, which shall be incorporated into the Contract between the Client and the Provider (which shall be appointed to undertake the work by the Booking Agent). The Booking Agent shall act as agent for the provider and will prior to the work commencing, notify the Client of the identity of the Company which has been appointed to undertake the relevant work;

2.4. The Client is notified that there are a few specialist teams which constitute separate incorporated providers, and the Booking Agent will appoint the specialist team to undertake the work in question, and that each specialist team has the benefit of public liability and professional indemnity insurance cover;

2.5. Unless otherwise agreed in writing by the Company, these terms and conditions shall prevail over any terms of business or purchase conditions put forward by the Client;

2.6. It is agreed and declared that the Company shall not be obliged under the Contract to carry out any work, act or matter which shall be unlawful- and it is agreed that this condition shall prevail over anything which may be otherwise agreed between the Booking Agent, the Provider and the Client;

3. QUOTATIONS

3.1. The Company habitually uses metric measurements and national average room sizes when calculating quotations over the telephone or by other remote methods, depending on the work required and requested the square meterage cost will vary. Any telephone or other remote quotations are to be used only as a guide for customers – and not as a final price. Final prices are on quotations sent to the Client in writing by email, fax or post after a Premises inspection has been carried out;

3.2. Wood floor restoration services are charged per square metre, taking into account the type and the state of the floors / sub floors or a day rate charge may apply if square meterage is below a minimum order value of £450.00. Some flooring materials and flooring details may require more time and resource refinishing, and therefore the Company may in such case decide to charge higher to the ones published upon its website, discussed over the telephone or discussed verbally at any estimation meeting, or contained within the companies advertising literature;

3.3. The Company reserves the right to amend the quotation, should the Client amend or vary the Client's requirements;

3.4. Differences in measurements of the actual size and the ones quoted, with an excess of 5% will be discussed with the Client prior to the start of the work. In such cases the Company shall be entitled to increase the price of the work by such an amount as maybe just and reasonable;

3.5. All telephone quotes will be subject to reassessment after a viewing of the floors at the Premises; The Company reserves the right to amend a quotation not accepted within 60 days;

3.6. The Company has a minimal charge of £450.00 for any project;

3.7. Whenever the Company is called to carry out an inspection of a finished project, where the Client has stated a problem which is caused naturally (expansion or shrinking of the timber due to the weather conditions, humidity etc.) or accidentally by the Client or a third party, or aftercare recommendations have been unaccented and client still requests work to be carried out to the contrary of the advice, a call-out charge of £100.00 will be made;

3.8. The quotation (unless otherwise stated) excludes the clearing of waste material and/or debris created by the work.

4. TERM

4.1. The Contract shall come into force upon the Effective Date.

4.2. The Contract shall continue in force until:

(a) all the Services have been completed; and

(b) all the Charges have been paid in cleared funds,

upon which it will terminate automatically, subject to termination in accordance with Clause 12.

4.3. Unless the parties expressly agree otherwise in writing, each Statement of Work shall create a distinct contract under these Terms and Conditions.

5. SERVICES

5.1, The Provider shall provide the Services to the Customer in accordance with these Terms and Conditions.

5.2. The Provider shall provide the Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.

5.3. If the Customer believes that any element of the Services does not meet the standard specified in Clause 5.2, then the Customer must promptly notify the Provider 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.

5.4. The Provider shall devote such of its personnel's time and expertise to the performance of the Services as may be necessary for their satisfactory and timely completion.

5.5 The Provider shall comply with all reasonable requests and directions of the Customer in relation to the Services.

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);
- (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.

6.2. 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.

6.3. 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 licenses, consents and permits, as 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 wastewater disposal facility, a 240-volt mains electricity supply and reasonable access to toilet facilities.

7.3. Where necessary, where the work is to be carried out within a residents parking area, the Client will when requested provide visitor parking permits to the Company to enable it to park its vehicles for the purposes of completing the Contract.

8. PROVIDER OBLIGATIONS

8.1. Unless otherwise agreed or specified to the contrary in the quotation, the Company shall provide all products, tools and equipment reasonably required to carry out the services;

9. CHARGES

9.1 The Customer shall pay the Charges to the Provider in accordance with these Terms and Conditions.

9.2. If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 9.2;

9.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated inclusive of any applicable value added taxes;

9.4 The Provider may elect to vary any element of the Charges by giving to the Customer not less than 7 days' written notice of the variation expiring;

9.5 The Client will reimburse the Company for any pay and display charges, congestion charges, parking fines, skip licenses and skip parking fees which are reasonably incurred in relation to carrying out the work. These charges are in addition to the amount contained in any quotation/contract price.

10. PAYMENTS, PRICE AND EXTRAS

10.1. Payments are accepted in cash or bank transfer.

10.2 A 20% deposit payment is due on booking to secure your contract (Unless otherwise agreed or stated to the contrary in the quotation) The deposit payment is fully refundable if the Client decides to cancel a project before 10 Business Days of the work commencing. If the project is cancelled between 1 and 9 business days before the commencement then the company hold the right to NOT refund the deposit to cover costs of lost work, site visits, planning, admin and staff allocation. The Company shall not be obliged to commence and/or continue work at the Premises unless and until the deposit has been paid, and in this regard payment by cheque shall not be accepted unless expressly agreed by Provider;

10.3 The Provider shall issue invoices for the Charges to the Customer at any time after the relevant Services have been delivered to the Customer;

10.4 The remaining dues of 80% plus the cost of any extra or additional work requested, or of any variations requested, shall be due on the date for the completion of the work. The Client should make payment before the workers leave the Premises at the end of the project. The company may, if circumstances dictate, leave the property without payment. In these circumstances, the company shall wait 24 hours after completion of contract before requiring payment to allow the client time to view the work;

10.5 The Customer must pay the Charges by direct debit, bank transfer, cash (using such payment details as are notified by the Provider to the Customer from time to time);

10.6 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) if the Customer is not a consumer, claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. and used for deposit payment and final payment at booking unless otherwise agreed with the Company

10.7 The Client will pay a reasonable price for any extra work and/or for any variation to the work outside the scope of the Contract, which the Company and/or the workers are asked to undertake at the Premises by the Client or by any director, officer or manager of the Client or other person representing the Client at the Premises.

11. CONSUMER CONTRACTS (INFORMATION, CANCELLATION & ADDITIONAL CHARGES)

11.1 Where the regulations apply, the notice of statutory cancellation rights are set out below; - Right to cancel If the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to the relevant contract between you and the Company, you will have the right to cancel the contract within a relevant 10 Business Day period of booking without giving any reason. The cancellation period will expire after 10 Business days from the date of the Contract or from the date you first receive this notice, which ever shall be the latter. To exercise the right to cancel, you must inform the Booking Agent and/or the Company of your decision to cancel the Contract by making a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form below, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. Effects of cancellation If you cancel this contract, you will receive a refund of all payments received from you, (except in respect of the value of any work and out-of-pocket expenses which have been carried out after booking and before cancellation notification and/or incurred at your request, and which you will remain responsible for). The refund will be made without undue delay, on which we are informed about your decision to cancel this contract. You will receive the refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any costs because of the reimbursement. Model cancellation form addressed to the Booking Agent which you can use to cancel the contract within the cancellation period is set out below;

Floor Champions Suite 118, Waterhouse Business Centre, 2 Cromar Way, Chelmsford, CM1 2QE

I/We [*] herby give notice that I/We [*] cancel my/our [*] contract for the supply of the work at the below Site address via your company..... [*]
Name of consumer (s),.....
Address of consumer (s),.....
Site Address.....
Contact telephone number (optional).....
Signature of consumer(s) (only if this form is notified on paper),.....
Date.....” [*] Delete as appropriate.

12. WORK ISSUES

12.1. Repairs and Existing Damage and other related issues

12.1.1 Minor repairs (such as fixing down loose floorboards, filling of limited cracks, etc.) will be made as necessary to make good and even out the floor surface unless otherwise instructed by the Client.

Substructure repairs and/or any major repairs (including nailing down all nails or screws, extensive floor filling or where requested splinting) will only be made after instruction by the Client and shall in such case be chargeable to the Client as an extra;

12.1.2. The Company reserves the right to charge a reasonable sum as an extra in respect of any work which it undertakes at the request of the Client, and which was not readily apparent from the Company's pre contract inspection(s) of the Premises upon which their quotation was based. An example is unforeseen work required in areas which are covered over with carpets or other floor coverings or to areas which are hidden by furniture or other objects;

12.1.3. The colour and quality of timber provided by the Company under the Contract shall be in accordance with market availability in terms of quality, age, colour, and grain;

12.1.4. Accordingly, the nature of wood timber provided under the Contract cannot be guaranteed to be the same colour and shade etc. as existing ones.

12.1.5 The Company shall have no responsibility in respect of existing damage to Clients property in the form of old and pre-existing stains/burns/spillages etc. which cannot be cleaned and/or removed completely by its workers by use of industry standard methods;

12.1.6 The Company shall not be responsible for a poor result in sanding or restoration where this is a result of considerable wear and tear and/or excessive damage of the floor arising prior to the start of the work. Under normal circumstances, the older the floor the more damage will have occurred over time and the finished results can diminish the older the floor;

12.1.7. The Company shall not be responsible for any odours arising during and/or after the work where this is due to factors such as, lack of ventilation, and/or appropriate heating.;

12.1.8 The Company shall not be responsible for any damage caused as a result of placing furniture by the Client on the floor, within 12 hours following the time of application of the last coat of varnish / oiling / waxing on the floor;

12.1.9 The Customer shall be required to provide the workers on site reasonable facilities to undertake the work in terms of normal and/or artificial light, heating and toilet facilities;

12.2. Gap Filling shall depend on the floor type and flooring contractor on site will advise the best filling method depending on the flooring. Please note, whilst gap filling may be desirable, in most cases gaps will have been left to allow for expansion and contraction of boards. Resin filler can therefore crack, flexible filler may lift and drop due to the moisture content and expansion and contraction of the boards, or in the case of parquet, if the blocks are loose then filling may crack. We will advise and or repair using our understanding of the best method to restore the floor;

12.2.1. Due to the natural movement of the wood (expansion or shrinking due to weather conditions, or when heating or other pipes are located directly under the floor) or exposure to extreme humidity or traffic load, resin filling cannot be guaranteed, and the Company is not responsible if the resin should fail at any time due to such reasons;

12.2.2. When a slivers gap fill method is used, the Company cannot guarantee that the slivers used to fill the gaps can be exact match to the existing floor – every piece of wood is unique, therefore it might vary in colour, grain, shade etc. Gap filling using splints or slithers will always be charged as an extra unless the repair is on boards less than 5 in number;

12.2.3 The edges / gaps between the floor and the walls / skirting boards are NOT included in the quotations unless otherwise instructed. Such gap filling is a subject to additional service and charges;

12.2.4. Gaps between risers and steps on a staircase and skirting boards do not fall in the general services of the quotation unless otherwise instructed and charged additionally;

12.3. The Floor Sanding Process is, until commenced, extremely difficult to estimate the termination time. An estimate of the time the project should take will be given but the cost of the project has no relation to day rates or hourly rates given from this estimate. Depending on staffing on the project a three-day project for one member of staff can therefore be one day project for three members of staff;

12.3.1. It is the Client's responsibility to ensure rooms are completely empty of furniture and persons at the start of work. All effects that might be damaged by the process of sanding or from dust (books, paintings, etc.) should be removed from the work areas. A furniture removal service is available as an extra, and please advise the Booking Agent if this is required;

12.3.2. If rooms are not left empty, the Company cannot be held liable for any damage that occurs due to the moving of furniture, and/or guarantee a completely uniform finish; 8.3.3. The sanding process to be used is materially (estimated at 98%) dust-free. Small amounts of fine dust will however be produced. Where it is necessary to use hand sanders (such as upon stairs, small landings, corner areas, etc.) or make repairs this may increase the amount of dust produced by the work. The Company shall not be responsible for any damage caused by dust emanating from the work; the Company cannot be responsible for any damage to skirting or fixtures and fittings due to the nature of large equipment being used and the uncontrollable nature of high spinning, sanding equipment. Whilst every care will be taken it is inevitable during the project small nicks may occur and this is accepted by the client by accepting this contract;

12.3.4. Although reasonable care will be exercised by the Company, due to nature of machine and staining / finishing work, decoration and skirting may be liable to marking be that stain or lacquer. The Company cannot be held responsible for this nor the cost of redecoration of the skirting boards, doors fixtures and fittings, fireplaces and tiles;

12.3.5. Stair's sanding includes sanding/sealing of flats (treads) only. Sides, risers, poles and handrails will be treated as an extra if not specifically provided for by the quotation;

12.4. Colouring/Staining

12.4.1. Colour samples are a small representation, and there will be slight colour or shade variation when applied over a larger area;

12.4.2. Once the colour stain has been agreed, verbally or otherwise, any changes after the staining process has been started will be chargeable as an extra. Please make sure you have made the correct decision on the colour you have chosen;

12.4.3. It is the Client's responsibility to check colour at moment of application. Any recoloring will be chargeable as an extra. The client will be asked to check the staining before the finish coat is applied as anything noticed after is extremely hard to rectify and would induce extra cost.;

12.4.4. Due to the nature of stain application technique, skirting may be marked during colouring. The Company cannot be held liable for any marking or redecoration required as a result. 8.4.5. Complete uniformity is not always possible in restoration when colouring and finishing a floor. The Company shall have no responsibility in respect of the same.

12.5. Sealing & Maintenance

12.5.1. The Company provides Two to Three coats of lacquer or two coats of oil/hard wax (depending on the Client's choice) as standard. Additional coats are available at extra cost;

12.5.2. Whilst the Company will exercise reasonable skill and care, hand applied seals may not show complete uniformity, especially when staining but also lacquer finish may produce some colour differences and finish lines. Under normal circumstances when the floor has settled over a few weeks this will not be apparent. Recoating at the Client's request will be chargeable as an extra;

12.5.3. Seal longevity is dependent on traffic conditions/usage and upon standard of maintenance implemented by the Client;

12.5.4. All floor seals are designed for "wear resistance" and not "impact". The impact resistance depends on the density of the wooden floor itself but can be increased by using Bona High Performance lacquer. Such lacquer will be charged as an extra if not included within the quotation;

12.5.5 We recommend maintaining floor with professional maintenance products only (such as Bona or Osmo);

12.5.6. Professional maintenance programs are available to be provided by the Company as an extra. Please ask if this is required;

12.5.7. Lacquers are generally touch dry in 1-2 hours, oils – in 6-8 hours (the duration of drying time may vary depending on the manufacturer and the weather conditions). It is the Client's responsibility to make arrangements as necessary so as to avoid contact or other interference with seals during curing time;

12.5.8. Lacquers require 3 days curing time and should be protected whilst curing (and not exposed to heavy foot traffic or being covered by anything like plastic sheets, rugs or any floor covers);

12.5.9. Floors should not be covered, nor furniture be replaced, until curing process is complete. The Company cannot be held liable for marking of floors after job is complete and once accepted by the Client;

12.5.10. It is not the responsibility of the Company to protect floors after completion of work on site;

12.5.11. The Company reserves the right at its reasonable discretion to change the job specification on site as may be reasonably necessary in order to provide the most appropriate or suitable finish for the floor.

12.6. Hours of Work

12.6.1 Where possible, hours of work will be 8am-5pm, Monday to Friday. However, due to the nature of the sealing process, staff may have to make site visits at any time.

12.7. Rubbish Removal and Disposal

12.7.1. Rubbish (including but not limited to saw dust produced in the process of sanding the floors at the Premises, removed damaged and replaced floorboards and timber pieces, carpets, floor covers and underlays etc.), removal is NOT included in work price unless otherwise stated. To arrange for removal of the same the Company will make an extra charge;

12.7.2 The Company does not itself provide the service of rubbish disposal.

13. POSTPONEMENT & ACCESS

13.1. The Client may postpone the start date of any work by giving at least 7 business days prior written notice to the Booking Agent;

13.2. The Company reserves the right to charge of £200.00 in the event that the start date of the work is postponed by the Client;

13.3. The Client will provide reasonable access to the workers to the Premises and will (in so far as the Client may grant the same) provide reasonable loading/unloading facilities and reasonable routes for the transportation of any plant, equipment and materials to relevant working areas;

13.4 If the Client requests keys to be collected by the Company from another site a reasonable distance away from the Premises, then a £30.00 charge will apply. The charge will cover only the pickup of keys. If said keys need to be returned back to the pickup address or any other address, another charge of £30.00 will apply. The Company may charge a reasonable sum of more than £30.00 if the address where the keys are to be picked up from or to be returned is located some distance away from the Premises;

13.5 To assist, the Workers may in their discretion move small items of furniture on site. Such assistance may however not be provided, including upon considerations of Health and Safety of the workers. Furniture requiring more than one person to move will not be moved by the workers on site. Such assistance may however not be provided, including upon considerations of Health and Safety of the Workers. Furniture requiring more than one person to move will not be moved by the Workers.

13.6 The Client shall be responsible for ensuring that where reasonably required or necessary a representative of the Client with relevant authority will be present on the Site during the carrying out of the work. – especially on completion for the works to be checked and received.

14. COMPLAINTS PROCEDURE

14.1. Any complaints should be made or confirmed to the Company and/or the Booking Agent in writing within 24 hours. After this time, it is deemed the client is satisfied with the work. The onsite staff will at various times, if the client is present, make every effort to ask the client if they are happy with the work on the project, asking them to view the work before the next stage of the project takes place. Work will only commence to the next stage when the client has agreed satisfaction at said point. This mitigates any possible displeasure after the finish has been applied;

14.2. The Booking Agent and/or the Company will investigate any complaint and attempt to resolve the matter to the satisfaction of the Client;

14.3. The Client agrees to allow the Company to return to site and to remedy at the Company's own cost and expense any defects or other remedial work which the Client may advise to the Company and/or the

Booking Agent, and which the Company decides to undertake (which will be without any acceptance any legal responsibility on its part).

15. TIME FOR COMPLETION OF WORK

15.1 Any time or date provided for the completion of the work shall be estimated only and the only obligation of the Company is to use its reasonable endeavors to complete the work within any estimated time or date of completion. Please note we charge for a completed job; we do not charge a day rate or an hourly charge. If work is completed quicker than the estimated time no discount will be given.

15.2 The Company shall not have any responsibility if the work is delayed and/or completed late due to any circumstances beyond the Company's reasonable control, such as (but not limited to) inclement weather, staff sickness, default on the part of any subcontractor, transport disruption, non-delivery and/or non-availability and/or disruption of supply of material or other required items, the breakdown of any plant or equipment, or power cuts or the failure of the power or water supply at the Premises.

15.3 Without prejudice to Clause 15.2, the Company shall not be liable to pay any compensation in the event of the start date of the work requiring to be rescheduled due to any circumstances beyond the Company's reasonable control;

15.4 The Company shall also have no liability to pay compensation in the event of any workers arriving late at the Premises. The Company will instruct the workers to arrive on time but sometimes due to transport related and other problems which are beyond the Company's control, the workers may arrive with a delay;

15.5 The duration of the works estimated in the quotation is based on the assumption that a one-man team will be assigned – the time might vary / shorten significantly dependent on the number of team members available to start any project. Any estimated duration is to be taken as a rough guide.

16. EXCLUSION / LIMITATION OF LIABILITY

16.1 The Company shall not be responsible for any indirect or consequential loss and/or for any loss of profits on the part of the Client resulting from any breach of contract on the part of the Company;

16.2 Without prejudice to clause 16.1 above, the liability of the Company for any breach of contract shall be limited to 2 x the price to be paid by the Client for the relevant work to be carried out under the Contract;

16.3 The limitation of liability under Clauses 16.1 and 16.2 above shall not apply to any liability for which it is not legally possible for the Company to contract out of, to include in respect of any claims for personal injury and/or for fraud;

16.4. Whilst the Company will make every effort not to break items, accidents do happen. Identical replacement may not be possible. For this specific reason, the Company requests all irreplaceable fragile or valuable items be safely stored away from relevant work areas. The Company does not accept responsibility for any accidental damage to such items which are not so removed from the work area;

16.5. Without prejudice to clause 15.5 above, in case of any damage to Client's property, the Client agrees to permit the Company (if the Company shall so require)(and without any acceptance of any liability on the part of the Company) at its own cost and expense to repair or replace the property in question (with any replacement to be with a reasonable substitute), and the Client will provide reasonable access for this purpose;

16.6 The Company shall not be liable for a non-satisfactory result from the work due to the Client, a third party and/or any animals walking on freshly sealed floors;

16.7. Without prejudice to the other exclusions, the Company shall not be liable for any accidental damage to any items of property worth £50.00 or less;

16.8 Without prejudice to the other exclusions, the Company shall not be responsible for any accidental damage to the Premises which shall cost less than £75 to remedy;

16.9. The Company shall not be liable for accidentally punching or nailing a water or gas pipe, whose location was not reasonably known to the workers;

16.10 Each sub-clause in this condition 16 shall be separate and independent from each other. If any sub clause shall be declared invalid by a Court of competent jurisdiction this shall not affect the operation of any other sub clause of this condition.

17. DATA PROTECTION

17.1 The Booking Agent reserves the right to record all incoming and outgoing phone conversations for quality control, record keeping and back-referral for any inquiries or investigations.

18. SUPPLEMENTARY TERMS

18.1. With the exception of the Booking Agent, the provisions of this Contract are not intended to confer any benefit upon Third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby expressly excluded from this Agreement;

18.2. The Booking Agent reserves the right (on behalf of the appointed company which undertakes the relevant work) to make any changes to any part of these Terms and Conditions without giving any prior notice. It may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts;

18.3 All notices under the Contract are to be made or confirmed in writing. Notices may be served upon the last known home or business address of the party to be served. Notices may be served by post, e-mail, webmail, fax, or by any other reasonable method. Notices served by post (which are not returned by the post office) shall be deemed to have been served in the ordinary course of post, which in case of a United Kingdom address shall be 2 working days after the date of posting.

19. OUR INSURANCE – YOUR PIECE OF MIND

19.1. Any work undertaken by the Company is covered by a Public Liability Insurance and Employers Liability Insurance.

20. GENERAL

20.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.

20.2 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).

20.3 The Contract may not be varied except by a written document signed by or on behalf of each of the parties.

20.4 The Customer hereby agrees that the Provider may assign the Provider's contractual rights and obligations under the Contract to any third party 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.

20.5 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.

20.6 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.

20.7 The Contract shall be governed by and construed in accordance with English law.

20.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.