

Professional Finish – Terms and Conditions

- Acceptance:** The acceptance of this estimate, or the placement of an order, includes the acceptance of these terms and conditions which shall apply between us, Professional Finish (the "Company"), and the Customer who shall be the party accepting this estimate or placing an order with us. No terms or conditions stipulated or referred to by the Customer in any form whatsoever shall in any respect vary or add to these terms and conditions unless otherwise agreed by the Company in writing.
Entire Contract: These terms and conditions shall apply as the binding and entire Contract between the Company and the Customer and are to be read in conjunction with the particulars of any estimation documentation.
Errors or Discrepancies: Our estimate is based on the information provided to the Company at the time of preparing such estimate. Should any errors or discrepancies become evident which affect our order value, the Company reserves the right to make any adjustments to it.
Exhaustive Rights: These terms and conditions shall be exhaustive of the rights, obligations and liabilities of each party, whether such rights obligations and liabilities arise in respect of or in consequence of a breach of Contract or statutory duty or a tortious or negligent act or omission which gives rise to a remedy at common law.
Estimate: Our estimate shall constitute our best estimate for the entire scope of works but shall be subject to amendment in accordance with clauses 4 and 12 below.
Validity: Our estimate is open for acceptance within 28 days from the date of estimate.
Lead in periods: If appropriate, these are as stated within our estimate.
Unless the context otherwise requires, each reference in these Terms and Conditions to:
"writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means; a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time; a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and a "Party" or the "Parties" refer to the parties to the Agreement.
The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions. Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender.
Estimates: When requesting an estimate, the Customer shall set out, in detail, the Services required. The Company shall arrange a site visit where necessary and shall prepare and submit an Estimate to the Customer either by email or first class post which shall set out the required Deposit and fee, detailed in Clauses 3 and 4 respectively. The Customer shall be free to make changes to the Estimate prior to acceptance. The Customer may accept the Estimate by telephone, email or first class post.
Deposit: At the time of accepting the Estimate or not more than 7 days thereafter, the Customer shall be required to pay a Deposit to the Company. The Deposit shall be 50% of the estimated fee unless otherwise stated in the Estimate. Orders shall not be deemed confirmed until the Deposit is paid in full. The Company offers a standard Indemnity Agreement as security for deposit payments. Subject to the provisions of Clause 13, the Deposit shall be non-refundable.
Fees and Payment: The Company shall invoice an interim progress payment of 25% of the contract value on commencement of the Services. The final payment of 25% shall be invoiced on completion. All invoices must be paid within 7 days of receipt by the Customer.
The Estimated Fee shall include the price payable for the Services and for the estimated Products required to render the Services where applicable.
The Company shall use all reasonable endeavours to use only the Products (and quantities thereof) set out in the Estimate; however if additional Products or labour are required, the Final Fee shall be adjusted to reflect this. Any such increases shall be kept to a necessary minimum.
In the event that the price of Products or services increases during the period between the Customer's acceptance of the Estimate and the commencement of the Services, the Company shall inform the Customer of such increase and of any difference in the Final Fee.
Interest shall be paid on all overdue accounts from the date payment was due (as set out above) until actually made at four percent above the Bank of England Base Rate from time to time during the period in which interest is payable.
Risk and Retention of Title: Risk of damage to or loss of the Products shall pass to the Customer at the time when they are fitted to the Property or otherwise used for the provision of the Services. Notwithstanding the passing of risk in the Products under this clause 5, or any other provision of these Terms and Conditions, legal and beneficial title in the Products shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of all Fees due.
Until payment has been made to the Company in accordance with these Terms and Conditions and title in the Products has passed to the Customer, the Customer shall be in possession of the Products as bailee for the Company and the Customer shall, wherever possible (i.e. where they have not already been fitted to the Property), store such Products separately from any other property or materials belonging to the Customer or a third party.
Services: The Services shall be rendered in accordance with the specification set out in the accepted Estimate. The Company may provide sketches, impressions, plans or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
The Company shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard that is commensurate with best trade practice.
The Company shall ensure that no parts of the Property suffer damage as a direct result of his rendering of the Services. Any damage that may occur shall be made good at no additional expense to the Customer prior to completion of the Job. The Company may instruct the Customer to take reasonable steps to protect their Property including, but not limited to, the removal of valuable and/or delicate items from areas where work is to be carried out by the Company. The Company shall not be liable for any damage which occurs as a result of the Customer's failure to follow such instructions.
While rendering the Services the Company shall ensure that furniture, flooring and walls in the area that are not the subject of the Services are suitably covered and protected for the duration of the job.
The Company shall properly dispose of all waste that results from his rendering of the Services, unless otherwise agreed.
The Customer is responsible for ensuring the Property and Work Area are suitable for the Company to carry out his works. The Company cannot be held responsible for any damage to the Property where such provisions are not met, and any delay caused by this may result in additional charges being levied against the Customer.
Where a Job is to last for more than one working day, the Company shall, insofar as is reasonably possible, leave the Property in a habitable state and shall ensure that disruption to the Customer's use and enjoyment of their Property while work is being carried out is kept to a minimum. All tools and materials shall, wherever possible, be tidily confined to areas where work is being carried out.
Supply and Install: The Company shall use all reasonable endeavours to ensure that the Products used match those chosen by the Customer and are consistent throughout the Property. Notwithstanding this, the Company cannot guarantee the quality, properties or consistency of the Products, or the finish due to unavoidable variances which may arise either in the manufacturing process of the Products or out of the characteristics of the surfaces to which they are applied.
Installation only: Where the Company is required to install Products purchased by the Customer, the Company shall not be held responsible for any faults in the Products, or for any delay in the delivery of such Products.
In the event that the Company is delayed whilst working on site or the installation date is delayed as a result, such delays and any resulting expenses will be chargeable at the discretion of the Company.
Customer's Obligations: If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.
The Customer shall have the option of giving the Company a set of keys to the Property or being present at the agreed times to give the Company access. The Company warrants that all keys shall be kept safely and securely.
The Customer shall ensure that the Company has access to electrical outlets and a supply of hot and cold running water.
The Customer must give the Company at least 14 days notice if the Company will be unable to provide the Services on a particular day or at a particular time. The Company will not invoice for rescheduled Visits provided such notice is given. If less than 14 days notice is given the Company shall have the right to invoice the Customer at his prevailing daywork rate.
Delays and Aborted Visits: The Customer shall ensure that the Company can access to the Property at the agreed times to render the Services. In the event that the Company is unable to gain access to the Property at the agreed times, any delays or aborted visits as a result of this will be chargeable at the discretion of the Company.
Unless otherwise agreed in writing, our price is based on being able to complete our works in one continuous visit, or where we are carrying out the works in phases, each phased visit is to be continuous. If we are prevented from continuous working through to completion, we reserve the right to recover any costs incurred by way of delay or abortive visits, such as for storage of materials or non-productive visits to site. Should your site programme be in delay, you must contact us as soon as possible to minimize any impact on programme and cost.
Variations: Any variation must be evidenced by a written instruction before the Company proceeds with the works.
Price Variations: Any price variation shall become due for payment to us in accordance with the terms for payment as detailed in clause 4.
Cancellation: Should the Customer cancel an order with us, we require notice of a minimum of 14 days before we are due to commence works. We reserve the right to levy reasonable cancellation charges, including but not limited to, any administration costs, procurement costs and loss of profit, against the Customer and these shall fall due for payment immediately. Any deposits or other monies already paid to the Company are non-refundable. Should cancellation take place after the purchasing of any Products, payment for such Products and any expenses incurred will be required to be paid to us by the Customer.
- Programme:** All such times are to be treated as estimates only and unless otherwise agreed in writing we shall have no obligation to complete the works by a specified date.
- Insurance:** We include for Public Liability Insurance with an indemnity limit of £2 million.
- General Liability:** Due to circumstances outside of our control we shall not be liable for any delay or for any consequence of any delay in the delivery of any of the goods or the completion of the work if such delay shall be due to a force majeure event in accordance with clause 19, including default of any Sub-Contractor, inability to obtain material and/or labour, delay in the provision of a permanent electrical supply to enable continuous working, or any other cause whatsoever beyond our reasonable control. If any such delay occurs then (unless the cause thereof shall frustrate or render impossible or illegal the performance of this contract or shall otherwise discharge the same) our period for performing our obligations shall be extended by such period (not limited to the length of the delay) as we may reasonably require to complete the performance of our obligations.
We shall not be liable whether by way of indemnity, breach of contract or statutory duty or in tort (including negligence) for any loss of profit, loss of use, loss of contract or contracts, or for any financial or economic loss or for any indirect or consequential loss or damage whatsoever.
We shall not be liable for and the Customer shall indemnify and hold us harmless against any claim for loss or damage to any property directly or indirectly occasioned by or arising from the misuse by or on the part of the Customer or any persons other than ourselves. This indemnity shall extend to any costs and expenses incurred by us and shall continue in force notwithstanding the termination of this agreement.
The Customer shall not use or permit to be used the whole or any part of the Products the subject of this contract before the works have been completed and handed over by us and in the event of any such unauthorised use we shall not be liable for any loss or damage arising therefrom.
Where we have specifically contracted in writing to deliver or complete the work within a specified time or by a specified date and we are in delay for reasons other than provided for under these conditions, then, to the extent that we are liable to pay damages to the Customer, the payment of damages will be equal to 1% of our net contract value (excluding any provisional sum) for each week of delay subject to a maximum liability of 5% of our net contract value (excluding any provisional sum) in full satisfaction of any liability for delay whatsoever, and,
Where we are a Sub-Contractor and the Purchaser a main Contractor, damages pursuant to the above clause will only become payable to the main Contractor when the main Contractor is liable to pay damages under the main contract as a direct result of our delay and shall be in full satisfaction of any liability for delay whatsoever in the performance of our works.
- Guarantee:** The Company guarantees that the Services provided shall be free from any and all defects for a period of 12 months following completion of the Job.
If any defects in the Services appear due to no fault of the Customer during the guarantee period set out in this clause 17, the Company shall rectify any and all such defects at no cost to the Customer.
This guarantee does not cover products provided by the Customer in accordance with clause 8.
- Data Protection:** The Company will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with the Company's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.
- Force Majeure:** Except for the Customer's obligations to pay the Company, no Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- Termination:** Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 28 Business Days of the due date for payment;
the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 28 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
that other Party ceases, or threatens to cease, to carry on business; or
control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 20, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
For the purposes of this clause 20, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
The Customer's payment obligations under this Contract shall survive its termination.
- Effects of Termination:** Upon the termination of the Agreement for any reason:
any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which exist at or before the date of termination; and
subject as provided in this Clause 21 and except in respect of any accrued rights neither Party shall be under any further obligation to the other.
- No Waiver:** No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- Set-Off:** Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.
- Sub-Contracting and Assignment:** The Company shall be free to sub-contract any of their obligations under these Terms and Conditions provided that any and all sub-contractors are reasonably skilled in the relevant practices and provided that no additional charges are passed on to the Customer. The Customer shall not be entitled to assign the benefits under this Contract without the prior written consent of the Company, which shall not be unreasonably withheld.
- Relationship of the Parties:** Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.
- Third Party Rights:** No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- Notices:** All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice. Notices shall be deemed to have been duly given:
when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or on the tenth business day following mailing, if mailed by airmail, postage prepaid.
In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.
- Severance:** In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.
- Consumer Rights:** Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.
- Disputes:** Any dispute between the parties to this Contract shall be referred to the exclusive jurisdiction of the English Courts.
- Law Applicable:** This Contract shall in all respects be subject to and construed in accordance with English Law.