

These are the terms and conditions of trading of Prime Plastering Plymouth.

#### 1. General

- Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.
- We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves. We will take all reasonable care in selecting and instructing a Third Party Contractor.

#### 2. Prices

- We shall invoice you upon completion. Invoiced amounts shall be due and payable once the job has been completed, or within a pre-arranged period of time as agreed by both parties, but not exceeding 30 days from the date of invoice.
- We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 1.5% per annum above the base rate of the Bank of England.

#### 3. Risk

- As soon as we have completed your work/job, you will be responsible for your property and we will not be liable for further/different faults or damages occurring, unless this is caused by the original fault. If you delay a repair, our responsibility for everything other than damage due to our negligence will end on the date we agreed to repair them.

#### 4. Ownership of the Goods

- You will only own any materials once they have been fitted and when we have received cleared payment in full. Materials supplied are not for resale.

#### 5. Delivery

- We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but

delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

## 6. Performance

- We will carry out all work within a reasonable time.
- If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what if any work is to be undertaken. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.
- If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out.

## 7. Payment

- Unless the Agreement provides otherwise, the price for the Material, Work and/or services shall be payable no later than 30 days from the date of the relevant invoice. The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

## 8. Warranty

- We warrant that as from the date of completion for a period of 6 months all work, where applicable, are free from any defects in design, workmanship, construction or materials. Any additional warranties described in the specification document are manufacturers warranty only.
- We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

## 9. Right to Cancel

- We will permit you to cancel this Agreement by sending written notice no later than 7 days after the date on which this Agreement has been signed. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to refuse [or] retain all or part of your deposit as a contribution towards any losses or costs we suffer as a result of the cancellation.

- You cannot cancel this Agreement if the materials you have ordered are removed from the sealed package in which it was delivered to you.
- If you have received the materials before you cancel this Agreement then [unless, under clause 9.2, for which you do not have a right to cancel] you must send the materials back to our contact address at your own cost and risk. If you cancel this Agreement but we have already processed the goods for delivery you must not unpack the materials when they are received by you and you must send the materials back to us at our contact address at your own cost and risk as soon as possible.
- Once you have notified us that you are cancelling this Agreement, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the materials delivered to you or do not pay the costs of delivery, we will be entitled to deduct the direct costs of recovering the materials from the amount to be re-credited to you.
- You will be re-credited for the costs incurred in returning faulty or unsatisfactory goods.
- We reserve the right to cancel the Agreement between us if:
  1. we have insufficient stock to deliver the goods you have ordered;
  2. we do not deliver to your area; or
  3. one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers

## 10. Invalidity

- If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## 11. Liability

- Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
- You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.

- Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing machine, which occurs due to faults in your machine, unless we have been negligent in not realising that such damage may occur or in the way we did the work.
- In the event of work going wrong, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item or provide you with a full refund if we have been negligent.
- Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

## 12. Governing Law and Jurisdiction

- Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## 13. Entire Agreement

- This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

## 14. Third Party Rights

- Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## 15. Customer Services

- To protect your own interests please read the conditions carefully before agreeing to them or booking work. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone to our office ,at the address and telephone number set out above.
- If you are unhappy with any aspect of our service, please contact us at either numbers provided.
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- Prime Plastering Plymouth
- 8 Savage Road
- St Budeaux
- Plymouth

- Devon
- PL5 1BP.
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- PHONE : 01752215219 / 07977635068
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- Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

#### 16. Changes to Terms and Conditions of Business

- We reserve the right to make minor changes to this Agreement from time to time.

#### 17. Data Protection

- Upon booking work, you consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.