

## TERMS AND CONDITIONS

### 1. Variation of Terms and Conditions

All quotations are made and all work accepted only on the following terms and conditions unless confirmed in writing by Blake Builders.

### 2. The Contractor

The Contractor is Blake Builders, to whom payments should be made.

### 3. The Customer

The customer is the name shown on the quotation. The customer is responsible to Blake Builders for payment.

### 4. Payment

On acceptance of quotation/estimate and prior to work commencing for works in excess of £500.00 there are 2 payment options available,

- I. 20% of quoted value to be paid up front and payments to be made every 2 weeks thereafter for duration of works, statements of work will be provided.
- II. 1/3 of quoted value to be paid up front, 1/3 half way through works and 1/3 on completion.

Payment for works in excess of £10,000 can be made using payment options I only.

Full / outstanding payment required within 10 days of completion.

### 5. Cancellation

The deposit paid up front will not be refunded if work is cancelled by the client due to loss of earnings and material costs.

### 6. Working Arrangements

All prices quoted and acknowledged are on the basis of free access and unimpeded working, during normal working hours, unless otherwise agreed in writing. Additional works found necessary at the time will be agreed with the client and charged for.

### 7. Delivery Arrangements

Where deliveries or site work is involved all prices quoted and acknowledged are on the basis of free access and unimpeded working, during normal working hours, unless otherwise agreed in writing. Additional works found necessary at the time of installation/service will be agreed

### 8. Warranty

Goods and services supplied by Blake Builders are supplied with the following warranty:

a) Upon receipt by Blake Builders of notice in writing on any alleged defect within 12 months from the date of invoice, the company will replace or repair free of charge any item of equipment requiring repair or replacement by reasons of defective material or workmanship.

b) The warranty shall not apply to:

- I. Any part injured by fair wear and tear, neglect, maltreatment, improper use or storage

II. Any item that has been altered or repaired during the warranty period other than by Blake Builders.

## METHOD STATEMENT

1. Contractor/s arrives on site and makes themselves known to the client.
2. They ensure work to be carried out is the same as the spec given.
3. Materials to be unloaded and left in suitable place, vehicle to be parked in a safe and correct manner with regard to the amount of time the vehicle will be there.
4. Work to be carried out safely and in accordance with Health & Safety regulations. With respect for others, to cause as little mess and disruption as possible. Leaving site clean and tidy at the end of every day.
5. Clients to be understanding of work being carried out and the effect it may have on day to day living, any problems to be discussed with the contractor.
6. On completion of works the contractor will invite the client to inspect all works carried out, to ensure they are happy with everything.
7. All equipment will be removed from site, the area cleaned and a full inspection to ensure that the area and route used is left as found.



## Terms & Conditions

1. We are a lifestyle management company and you have chosen us to perform certain services on your behalf which may include the arrangement of services to be carried out for you by a supplier. Where the services may legally be carried out only by a supplier with suitable qualifications and/or insurance, we shall use reasonable endeavours to ensure that any supplier chosen by us to perform the services shall be so qualified/insured.
2. If we cannot arrange for an approved supplier to perform the services for you, we may, with your prior approval, arrange for a supplier who is not a approved supplier to perform the services, in which case clauses 2 and 10(b) will not apply.
3. Whilst we shall use our best endeavours to ensure that any approved supplier selected by us is competent to carry out the services to a proper standard of workmanship and quality, we shall not be liable if his performance falls below that standard.
4. The BLM list of approved suppliers is not a directory for clients to access without the arrangements for these services to be undertaken by us. Should you wish to make your own arrangements with one of such suppliers an appropriate charge of up to one hour will be made to your account.
5. (1) Our charges for our tasks (i.e. the tasks we carry out for you ourselves) will be levied at our advertised rates from time to time.  
  
(2) BLM hours and our gift vouchers are valid for one year starting on and including the date of purchase.  
  
(3) Our office hours are 8 am to 6 pm Monday to Saturday excluding Christmas Day, Good Friday and bank holidays. If at your request we carry out tasks for you outside our office hours our charges will bear an uplift in accordance with our advertised tariff.
6. We shall not be responsible for the security of communications sent by us to you or others in relation to our tasks and the Services by email or fax. Please let us know if, at any stage, you do *not* wish us to use email or fax for communications.
7. We intend to rely upon the written terms set out here. If you require any changes, please make sure that you ask for them to be put in writing. In that way, we can avoid any problems surrounding what we and you are each expected to do.
8. (1) In the event that you engage us to arrange for services to be performed at a particular location, you will give reasonable access to such location (including to the interior of any premises) to us and our employees and agents and to the supplier and its employees and agents as may be necessary for the services to be performed without hindrance.  
  
(2) Travel time to and from your premises or for errand running purposes is chargeable at our usual advertised hourly rates, capped at 30 minutes within central London. Travel time for work requiring our physical presence outside central London will be agreed on a case by case basis. Travel time is not chargeable if the amount of work takes a full working day of seven hours or more.
9. You will be responsible for obtaining from other parties (e.g. landlord) or any government or competent authority any consents that may be necessary for the services to be provided.
10. We will not be liable under this agreement for any loss or damage caused by us or our employees or agents in circumstances where (i) there is no breach of a legal duty of care owed to you by us or by our employees or agents; (ii) such loss or damage is not a reasonably foreseeable result of any such breach; (iii) any increase in loss or damage resulting from the breach by you of any term of this agreement.
11. We will not be liable under this agreement for any loss or damage caused by the supplier its employees or agents.
12. (a) We shall not be liable to you if any document procured by us for you (e.g. theatre ticket) is subsequently found not to be genuine or if it is not accepted by any other party (e.g. theatre) as genuine;



(b) however we shall use all reasonable endeavours to ensure that such documentation is genuine and bonafide.

13. We shall not be liable to you if we do not perform our tasks, or the services are not performed by any third party, for reasons beyond our control e.g. strike, lockout, labour dispute, transport difficulties, act of God, war, riot, civil commotion, malicious damage, application of law, accidental breakdown of plant and machinery, fire, flood, storm and other circumstances affecting the provision of goods and services.

14. Suppliers' charges for the performance of the services will at all times be payable by you, unless we have agreed otherwise. If it has been agreed that we shall tender payment for the services to any supplier, it will be on the basis that we do so as our agent and that you refund any such payment to us immediately upon demand save to the extent that you have provided the necessary funds beforehand.

15. Payment of our charges for our tasks shall be payable on invoice.

16. Any complaint you wish to make about the performance or conduct of a supplier should be addressed to the supplier. We would however, request you to notify us of any such complaint, since it would assist us in assessing, for future use, the adequacy of the supplier as a provider of the relevant services.

17. We endeavour to provide a high quality service to you in carrying out our tasks. If you are unhappy at any time about how we perform our tasks for you, please contact the managing director at our main office address, and we would seek to investigate any such complaint as soon as reasonably practicable and report back to you. This does not affect your statutory rights.

#### 18. CANCELLATION & COOLING-OFF PERIOD

(1) You have received a copy of this agreement before our tasks have been performed. You have a right to cancel this agreement within one week of that date, except where (i) we have performed all or part of our tasks (ii) the services have been performed or (iii) the supplier has been engaged by us on your behalf.

(2) If you wish to cancel, you must notify us in writing, at the office address, so that we receive it within one week of the date shown.

(3) If you cancel your order we shall (i) charge you for the tasks we have carried out for you up to the time we have received notice of cancellation at the rate mentioned in clause 3 (ii) be entitled to recover from you any money paid by us to a supplier in relation to the services you have requested (iii) any money paid by us for goods reasonably required in the procurement of the services or the carrying out of our tasks (e.g. price of theatre ticket).

(4) We reserve the right to cancel this agreement at least a week before the intended date of performance of the services, all we shall use reasonable endeavours to notify you of any such cancellation as soon as reasonably practicable to do so.

19. (1) We may make a search in relation to your financial status with a credit reference agency, which will keep a record of that search and will share that information with other businesses. If you are a company we may also make similar enquiries about your directors.

(2) Save to the extent that disclosure might be required by law, we shall keep confidential to you all information about you and we shall not disclose any information about you to any other party except to a supplier to the extent that such disclosure is necessary to enable the supplier to perform the services.

20. Any notice or communication which is given under the terms of this agreement or in relation to our tasks shall be served by first-class post (in the case of a notice being sent to us, to our main office address) and shall be deemed to have been received on the second working day after posting, or by fax or email which shall be deemed to be received on the day of transmission if sent before 4 pm or the next working day if sent after 4pm.

21. If any of provisions of this agreement are unenforceable such provisions shall be severed from this agreement and the remainder of the provisions shall remain in full force and effect. This agreement shall be construed in accordance with English law and we and you agree to submit to the non-exclusive jurisdiction of the English courts.