

## TERMS & CONDITIONS

To ensure the smooth running of any project undertaken by Mark Lorman Building Services (hereafter MLBS) we advise you to read through the following terms & conditions.

**It is the philosophy of the company that open communication is vital on any project and both the client and MLBS have a mutual responsibility to do so effectively.**

1. Estimates and quotations are usually based on discussions on-site with the client on the date of any survey. MLBS try to provide a comprehensive estimate or quotation based on these discussions. The estimate or quotation will be as accurate as possible and will include all work that it is reasonable to foresee to complete the project. MLBS are not liable for any extras that it was not possible or reasonable to foresee.
2. If the scope of work that was agreed and included in original estimate changes or is added to, MLBS will notify the client and agree on a price before going ahead with the additional or alternative work.
3. MLBS have full public liability insurance up to the value of £5,000,000 and full employer's liability insurance up to the value of £10,000,000.
4. MLBS offer a 12 month guarantee on all works. The only exclusions are work that goes against the advice of our operatives, goods or items supplied by the customers or any equipment or goods that has been misused, treated negligently or tampered with. Please note this guarantee does not interfere with the manufacturers warranties of any products or appliance either supplied or installed by us.
5. Providing that no complaint has been registered, MLBS reserve the right to charge interest at 2.5% over the Bank of England base rate whilst payment of any invoices remains outstanding (in total or in part) beyond the 7 day settlement period.
6. For jobs under £1,000 full payment is due within 7 days of completion following receipt of any invoices.
7. For jobs between £1,000 and £20,000 the payment structure for works is as follows:
  - 40% deposit payable on agreement of the estimate or quotation and signature of paperwork (refundable up to 7days before the start date should the work be cancelled).
  - 40% payable midway through the project (an invoice will be issued which will require immediate payment).
  - 20% payable on completion of the project (an invoice will be issued; the client has 7 days to pay and to allow for any minor snagging to be completed).
8. For jobs over £20,000 a mutually agreeable payment schedule will be established.
9. Goods supplied by MLBS to you or your premises shall remain MLBS property until paid for in full by you.
10. It is the client's responsibility to ensure issues of access are arranged prior to starting a project, i.e. a key-holder has been designated, all necessary doors or windows are open or any other means of access has been pre-arranged. MLBS reserve the right to charge £30 per hour per operative in time lost on any project resulting from limited or no access issues.
11. Whilst every effort will be taken to ensure site security for the duration of the project, MLBS will only be liable for security issues where they have acted negligently or without due care and attention.
12. All areas of works must be left free of obstructions to allow our operatives to work without significant interruption; no valuables or goods remaining in the work area will be considered as our responsibility, unless previously advised of the risk. If areas are not left in such condition MLBS reserve the right to charge £30 per hour per operative to rearrange the work area. This is negotiable if discussed as part of the original project specification.
13. Where completion times have been agreed, it may be necessary for MLBS and the respective client to re-evaluate these dates in the event of delays beyond our control, e.g. weather conditions etc.
14. MLBS will make all reasonable effort to ensure the safety of the public by displaying all relevant site safety information and instructions. For the duration of the works, it is the individual's responsibility to follow the guidelines set out on any attached risk assessment, operative's advice or any warning notices. MLBS will not be held responsible for the safety of the individual or property unless these guidelines are strictly adhered to.
15. MLBS reserves the right to refuse or decline to undertake any work.