

The below listed Terms and Conditions are acknowledged by both parties in relation to works undertaken by Acute Carpentry Ltd.

By signing the Order Confirmation or requesting that work be undertaken both parties expressly declare that they are freely able to adhere to the terms contained herein, and by voluntarily consenting and understanding the implications arising from any breach, compromise or broken term of this agreement they are fully aware of the legal ramifications that will ensue. Both parties are also fully aware of the obligations placed upon them to ensure that they are capable of adhering to all the points contained within this agreement. Any misrepresentation, whether wholly innocent or negligent must be notified immediately and cannot later be used or relied on to renege upon any payment terms whatsoever, that have been previously agreed and acknowledged.

**1)Disclaimer against Goods, Services and Products:-** All services provided by Acute Carpentry Ltd will be given and supplied in good faith, however, where their craftsmanship and or services entail the use of any wood product whatsoever, Acute Carpentry Ltd cannot indemnify and/or guarantee against any movement that using such natural/raw products may be subject to. Such materials can and may

be prone to movement depending on the atmospheric conditions in which the product(s) may be used, supplied and or stored and will depend upon their usage. Acute Carpentry Ltd will ensure that all customers (domestic and business) are aware that the use of such materials is done so with an element risk, in that the product because of the natural aspect can and will change over a period of time. Therefore Acute Carpentry Ltd will provide full information to the customer explaining such aspects with the full knowledge and assurances of the customer that should the wood and or natural product change because of such conditions and because of the nature of the products, then Acute Carpentry Ltd will accept no liability whatsoever in relation to such product(s) and cannot be held liable for such situations that may arise from using any natural products, materials or goods.

Acute Carpentry Ltd, will however, re-visit any premises within a period of *12 weeks only*, from the date the specific/individual job has been finished (not necessarily signed off, as there may be additional work to be carried out at the premises and or on-site), to re-tighten such materials where shrinkage has occurred. However, after a period of 12 weeks has elapsed, Acute Carpentry will accept no liability whatsoever for loss, damage or movement that occurs after this period of time. Whilst every effort is made eliminate the expansion of external joinery

items by allowing a certain amount of clearance, Acute Carpentry Ltd will not accept liability for expansion and or swelling of these or any other natural materials/items.

**2) Quotations:-** Acute Carpentry Services Ltd will validate any quotations within a 30 day period. Any quotations passed this period may no longer be current, due to product price increases. Acute Carpentry Ltd. reserves the right to amend any quotation during this period, if the amendments are requested by the customer and the customer will be liable for all additional work, goods and or services in accordance with such requests. Upon acceptance of any quotation then the customer is bound by these terms and conditions.

**3) Title to Goods:-** Once goods are on-site, fitted and/or used in connection with the supply and/or fitting of the specific purpose, in accordance with customer specifications these products will remain the property of Acute Carpentry Ltd, until such time as they have been paid for in full and then ownership and/or responsibility will transfer to the client. Failure to pay will validate all points contained in section 18 of these Terms and Conditions and render the goods the property of Acute Carpentry Ltd.

**4) On-Site Storage:-** Until payment is received in full for any job, any tools, equipment, materials, products or goods will remain the sole property of Acute Carpentry Ltd.

Any tools, equipment, materials, products or goods are used for and on behalf of Acute Carpentry Ltd and Acute Carpentry Ltd will accept no liability for damage, loss, expenses or charges to either the surrounding property/premises, goods and/or persons that may occur if such items are used by any customer and/or visitor to the premises, where the goods will be kept and stored, or by any other person other than an employee of Acute Carpentry Ltd or any approved contractor.

Acute Carpentry Ltd will accept no liability for damage, loss, expenses or charges to the surrounding property/premises, goods and/or person that may occur as a result of any goods, materials, products, equipment and/or tools, left securely at the premises of any customer. All liability for such goods will remain the responsibility of the customer.

Theft of any such items will seek to be recovered and/or will be charged accordingly to the customer. Acute Carpentry Ltd will expect all such goods to be secured safely and remain so throughout the duration of any job. Acute Carpentry Ltd will accept no liability for any products, goods, tools, equipment and materials that are used without permission for any purpose that may cause harm, injury or damage.

**5) Off-site Storage:-** If for any reason whatsoever, Acute Carpentry Ltd is unable to store, keep or leave any products, good, materials, tools and equipment safely on-site, responsibility for storage costs of such

items will be the sole responsibility of the customer. Such costs will be negotiated and/or advised at the outset of any work.

**6) Provisional / Additional Work Supplied:-** All such work and/or materials that are required for a specific job/purpose that is additional to the quotation, that are accordingly supplied via a third party for specific work that Acute Carpentry are unable to provide, will be provided on the basis that such services may be subject to change and out of the direct control of Acute Carpentry Ltd, in accordance with time constraints. Acute Carpentry Ltd will accept no liability whatsoever for other individuals/professionals/third parties/contractors or sub-contractors that are on-site or due on-site and or whose deadlines change without notification, or so suddenly that notice cannot be given, thus causing disruption and unavoidable expenditure due to such action. Whilst every effort will be made to avoid such a situation, any such occurrence will be outside the remit of Acute Carpentry Ltd and as such all liability arising from such an incident will be limited as such. Acute Carpentry Ltd will seek to have any additional costs arising from such adverse situations reimbursed, *however this will not and cannot be guaranteed within the Terms and Conditions of Acute Carpentry Ltd.* Acute Carpentry Ltd will always endeavour to work within specified time constraints, however, situations may arise that are out of Acute Carpentry Ltd control and as

such will accept no liability for such losses that arise due to such unforeseen circumstances.

**7) Materials Supplied as per Quotation:-** All materials will be supplied in accordance with the quotation. Should, for whatever reason, the goods, materials and/or products have to be changed or substituted, then Acute Carpentry Ltd will notify the customer and ensure that all such changes are validated and approved beforehand. **NO SUBSTITUTIONS ON ANY QUOTATION WILL BE CARRIED OUT WITHOUT PRIOR AUTHORISATION.** Where possible any such changes will be made and charged as per the initial quotation, should any alternative product, goods or materials incur additional cost, approval for such increases will be sought prior to any changes being made. Once approval is sought and confirmed then the additional costs will be noted separately upon invoicing and will enact the payment terms contained within these 'Terms and Conditions of Service'.

**8) Completion of Work:-** A customer has a right to cancel the contract within 14 days. Should for any reason the customer change their mind during and/or prior to any work commencing, having signed and confirmed that work is to commence or has already commenced, Acute Carpentry Ltd will treat each individual circumstance upon its own merit to ascertain whether payment is required in full or whether a part-payment would be acceptable (see section 18a). Such decisions

are the sole responsibility of Mr Paul Prior on behalf of Acute Carpentry Ltd. No other employee or personnel other than this named individual will have the authority to make such decisions. Any products, goods, materials, hire costs and or expenses associated with the commencement of such job or work may be chargeable to the customer. Acceptance of a quotation does signify the intention to 'create legal relations' and thereby the terms surrounding Contract Law will be enforced and are very clear to offer protection for both business and consumer alike.

**9) Insurance:-** Acute Carpentry Ltd is fully insured, as are all personnel and sub-contractors that work with or alongside them, This includes both Public Liability and Employers Liability Insurances. Copies of any documents are available upon request.

**10) Working Hours:-** Will vary according to the job and/or customers needs/requests and if there are any stipulations and/or restrictions with on-site access or security. If for whatever reason a time to commence any work has been agreed, then Acute Carpentry Ltd will adhere to such times as is reasonable, allowing for minor delays. Any considerable delay will be notified to the customer. Should for whatever reason the employee/sub-contractor or personnel of Acute Carpentry Ltd not be able to gain entry on the date and or time agreed which then incurs costs, charges or expenses that have not been

agreed and/or foreseen due to such denial of access, all such costs whether incidental or otherwise associated with wages, losses, hire charges of equipment or charges incurred by a third party *will be chargeable without exception*. Whilst Acute Carpentry Ltd appreciates there can be exceptional or extreme circumstances and/or reasons, these must be conveyed immediately, and failure to do so will render the associated costs to be fully charged to the customer in accordance with the payment terms contained within these 'Terms and Conditions of Service'.

**11) External Services:-** All such services provided outside the limitations or scope of Acute Carpentry Ltd will be carried out and or conducted by the respected qualified trade and or professional company or person. As such these services will carry their own guarantee and or product liability. Certain external services will have professional certification to validate such work and will fall outside of the remit and guarantees of Acute Carpentry Ltd. If Acute Carpentry Ltd have provided the services of such third party professionals during the course of any work and or job; and should a fault or defect occur with such work, then Acute Carpentry Ltd will attempt to resolve the situation and or problem. HOWEVER, IF SUCH SERVICES ARE PROVIDED OR SOURCED BY THE CUSTOMER DIRECTLY, THEN ACUTE CARPENTRY LTD WILL ACCEPT NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR



ANY DEFECTS, FAULTS, DAMAGES OR LOSSES ASSOCIATED WITH SUCH WORK THAT IS CARRIED OUT INDEPENDENTLY OF ACUTE CARPENTRY LTD.

**12) Health and Safety:-** Whilst on-site or at any premise, Acute Carpentry Ltd will endeavour to convey and follow all Health and Safety legislations and stipulations and work within the boundaries of the Law. As such under no circumstances will any personnel or associated personnel or third party of Acute Carpentry Ltd or its associates, be expected to work in such an environment that is deemed to be unsafe and or hazardous that could or may cause a risk or serious injury. Acute Carpentry Ltd expects all sites and or premises to comply with Health and Safety requirements and should any associated personnel feel that such requirements are being jeopardized and or compromised in any way, they will have the full backing of the Management of Acute Carpentry Ltd to leave site immediately. Where possible such eventualities will be notified, but will not be guaranteed as such. Until the environment is returned to comply within the Health and Safety requirements, Acute Carpentry Ltd is not at liberty to return to either the premises and or site. Any associated cost arising from such Health and Safety failings, imperfections or defects will be the sole responsibility of the customer. *UNDER NO CIRCUMSTANCES WHATSOEVER WILL ANY MEMBER OF ACUTE CARPENTRY LTD PUT*

*THEMSELVES AT RISK OR RISK ENDANGERING ANYONE ELSE BY REMAINING OR RETURNING TO THE SAID SITE OR PREMISES UNTIL ALL HEALTH AND SAFETY REQUIREMENTS ARE RECTIFIED AND/OR SATISFIED.* Any losses that arise from such action will be the sole responsibility of the Customer and Acute Carpentry Ltd will not be held liable or responsible for any increased or additional costs arising from such action.

**13) Complaints Procedures:-** Should any customer have any complaint whatsoever, whether in connection with personnel, the services provides or the products themselves throughout the duration of the work that Acute Carpentry Ltd is undertaking, they **MUST CONVEY SUCH DISSATISFACTION AT THE TIME OF NOTICING.** Customers that do not notify to Acute Carpentry Ltd any complaint cannot later rely on such a fact to renege upon payment. Acute Carpentry Ltd is a professional company and relies on their outstanding reputation to provide a high quality service – and as such will endeavour to rectify all complaints at the time of notification. All representatives of Acute Carpentry Ltd will behave in such a way that will not be deemed unethical or anti-social or degrading to any member of the public, customer or client, likewise abusive behaviour towards any employee of Acute Carpentry Ltd will not be tolerated or accepted.

**14) Customer's Obligations:-** The customer will ensure that the working area is clear of furniture and personal possessions. Whilst Acute Carpentry will take all reasonable care of any furniture left in the working area, we cannot be held responsible for damage caused to furniture not removed from the working area.

If for any reason there arises a situation where Acute Carpentry Ltd are asked to return to a job/or site to rectify a problem that has occurred within the agreed timeframe of not more than 6 months from commencement of any job, the Customer must and does agree to provide Acute Carpentry Ltd with access, and an adequate and reasonable opportunity to return and correct any such fault that arises from defective products, goods, services and or materials. Under no circumstances, whatsoever, will Acute Carpentry Ltd be expected to settle accounts/invoices from the Customer that have obtained the services of another or outside professional or tradesperson to correct the work independently.

**15) Product and Service Information:-** Whilst Acute Carpentry Ltd cannot guarantee all aspects of their work due to the nature of some materials, products and goods that they may be required to work with, they can endorse their policy of returning to a job within a timeframe of not more than 6 months from date of commencement, to rectify any faults or defects, when the job has been completed. This endorsement

will be undertaken provided the faults and or defects are to do with the services and materials provided by Acute Carpentry Ltd ONLY at the time the work was carried out and ONLY for the purpose such goods, materials or products were supplied to do. Acute Carpentry Ltd will not attempt to correct, repair or exchange goods or materials that were not initially supplied by them. All such repairs or defects will be corrected within a convenient and reasonable timescale to suit the customer. HOWEVER, UPON INSPECTION IF ACUTE CARPENTRY LTD, ASCERTAIN THAT SUCH DEFECTS OR FAULTS HAVE OCCURRED THROUGH OTHER MEANS SUCH AS VANDALISM, MALICIOUS INTENT OR WILLFUL DAMAGE THEY WILL NOT BE AT LIBERTY TO CORRECT SUCH DAMAGE OR DEFECTS. Acute Carpentry Ltd cannot guarantee or protect against everyday 'wear and tear' of their completed work.

**16) Additional Work:-** All additional work over and above the authorised quotation will be charged for without exception. All such work will be individually signed off by the customer and will become chargeable in accordance with all points contained in Section 18. No additional work and or materials will be supplied unless the customer has agreed and authorised such work/changes - consent will be deemed to be provided by way of authorised 'change work form' or 'daywork sheets' which Acute Carpentry Ltd will supply. Once this form is signed then the payment terms of Acute Carpentry Ltd will pertain.

UNDER NO CIRCUMSTANCES WHATSOEVER WILL ACUTE CARPENTRY LTD BE EXPECTED TO VALIDATE OR BE HELD RESPONSIBLE FOR ASCERTAINING THE CORRECT/AUTHORISED SIGNATORY FOR THE SAID COMPANY OR CLIENT. Any such signature that appears on the 'change work form' or 'daywork sheets' will be deemed to have the relevant permission to authorize such additional work/hours as appears and is recorded upon them.

**17) Costs and Expenditure:-** Acute Carpentry Ltd enlists the Administration and Legal Services of Final Demand Ltd. Any costs incurred in relation to the services provided by Final Demand Ltd by way of recovery of any outstanding invoices to the Customer outlined in this agreement will be charged to the said Customer, including all administration, debt recovery fees and where applicable Court fees.

**18) Payment Terms:-** Acute Carpentry Ltd offer a strict payment term of 14 days from the date of invoice, unless agreed otherwise. Should these terms be exceeded without the authorization or agreement of Mr Paul Prior, then without exception the matter will be passed onward for collection. According to the Sale and Supply of Goods Act 1994 when any customer and or client unequivocally accepts and receives goods or services then there is an implied term to pay for such goods and/or services and failure to do so will breach this implied term and can render the contract void. As such Acute Carpentry Ltd will seek

to rescind such a contract and therefore will seek to have all services, goods, materials and associated costs reimbursed in full. According to Section 69 of the County Courts Act 1984 and/or the Late Payment of Commercial Debts (Interest) Act 1998 Acute Carpentry Ltd will also request that interest is charged to the account accordingly on all outstanding accounts. ALL PAYMENTS CAN BE MADE VIA ON-LINE BANKING, CHEQUE PAYMENTS TO ACUTE CARPENTRY LTD OR IN CASH, ALL PAYMENTS ARE TO BE MADE AND RECEIVED IN POUNDS STERLING.

**18a) Part-Payment for services commenced but not completed:** Part-Payments or full payment will also be required if the services, products, materials and goods are supplied by Acute Carpentry Ltd to the customer but are no longer required however work has already commenced, unless expressly authorised to the contrary by Mr Paul Prior. Part payment monies will be decided depending on the individual circumstances and awarded upon merit of each situation. Whilst Acute Carpentry Ltd are sympathetic to changing needs whether personal or business, if the services of Acute Carpentry Ltd have been sought and enlisted then payment for such services whether completed or otherwise will be required.

**18b) Non-payment:** Please note that all invoices not settled within our payment terms will be referred to our Debt Recovery Agents, Final

Demand Ltd and will be subject to a surcharge of 15% plus VAT in lieu of our recovery.

**19) Services in General:** All the services, products, goods and materials that are supplied by Acute Carpentry Ltd are given and provided with the utmost professionalism. Slanderous, libellous or abusive behaviour will not be tolerated whatsoever by either Management, Employees or Third Parties associated with Acute Carpentry Ltd; whose reputation and business efficacy is of paramount importance, such unwarranted attitudes or communication will result in legal proceedings being issued.

**20) 'Force Majeure':-** Notwithstanding any other provision of this Contract, neither party shall be deemed to be in breach of this Contract, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this Contract, to the extent that the delay or non-performance is due to any Force Majeure of which one party has notified the other party, and the time for performance of that obligation shall be extended accordingly.

**21) Revocation:-** No order/job can be revoked more than 14 days after acceptance, unless express permission is given by Mr Paul Prior. Where acceptance is denoted by performance, payment whether part or

whole will be sought for any services, goods, materials and/or expensed purchase provided by Acute Carpentry Ltd.

**22) Complaints:-** Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Ombudsmen Services Ltd for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact Which? Trusted traders in the first instance on 0117 981 2929.

**23) Limitation of Liability:-** Acute Carpentry's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the initial contract price only. Also, Acute Carpentry Ltd shall not be liable whatsoever to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill unless it can be demonstrated such loss arises directly from an action in connection with the Contract.

Points 1-23 (one through to twenty-three inclusive) have been acknowledged and authorised by both Parties who understand the provisions contained therein. Any amendments or additions will be



**Acute Carpentry Terms & Conditions**

sanctioned accordingly. The said Business/Individual/Customer/Client has been fully advised of the implications arising from a breach of any of the points outlined and contained within these 'Terms and Conditions of Service' provided by Acute Carpentry Ltd.