

TERMS OF BUSINESS

Introduction

In these Terms “we” or “our” refers to The Finishers Company Limited (“Finishers”).

These Terms of Business together with the Schedule of Disclaimers attached hereto constitute one contractual document and are referred to hereinafter as the “Terms”.

These Terms together with any estimate (“Estimate”) and/or sales order (“Sales Order”) and/or works schedule (“Works Schedule”) and/or payment schedule (“Payment Schedule”) (together “Finishers’ Contractual Documentation”), set out the basis on which we will provide our services (including, but not limited to, the provision of works and/or consultancy) and they should be read together.

In the event of any inconsistencies between these Terms and any of Finishers’ Contractual Documentation, then the latter shall prevail.

These Terms apply to all services rendered by us to you from time to time unless we have entered into a specific written agreement which expressly excludes or modifies them in whole or in part.

Terms

1. Any Estimate provided to you by Finishers is open for acceptance within a 3 month period calculated from 3 days after the date of that particular Estimate.
2. Following the acceptance of any Estimate, Finishers will then issue a Sales Order. The Sales Order will require the payee’s signature instructing Finishers to undertake the works described in that document. In addition the payee will be required to sign and date these Terms in the space provided at the bottom of this document.
3. The signatures on the Sales Order and these Terms represents an acceptance by the payee of the services to be provided by Finishers together with these Terms. In the absence of a signature by the payee on these Terms then the signature on the Sales Order will act as a binding signature for both documents.
4. The signed Sales Order must be returned to Finishers together with a deposit representing 50% of the total contract value. The Sales Order and the full deposit, in cleared funds, must be received prior to any proposed contract commencement date.
5. Should any element of the works, under any circumstances and for any reason, be cancelled subsequent to receipt of any signed Sales Order and any deposit, then Finishers reserve the right to retain the whole of the relevant deposit, representing the mobilisation fee for this element of the works.
6. Upon receipt of cleared funds for the deposit, Finishers will undertake and provide a Works Schedule.
7. Upon written confirmation of agreement of the Works Schedule by all parties, a Payment Schedule for the balance of funds will be issued; this will include any stage payments during the term of the contract.
8. Any delay to the previously agreed payment dates set out in the Payment Schedule will result in the immediate cessation of works and an invoice being raised for the balance of the contract due at that date. Such an invoice will be deemed to be payable immediately upon receipt.

The Finishers Company Ltd

9. Finishers reserve the right to charge interest at 4% above Barclays Bank published base rate on a daily basis on all sums outstanding after the due payment date.
10. Any variation, amendment or addition to a signed Sales Order can only be made by the signing of a **new Sales Order**, detailing any additional tasks, services and/or work (“Additional Work”) to those set out in the original Sales Order.
11. The new Sales Order must then be signed by the payee in the same form as set out in clause 2 above. These Terms will be automatically binding upon all Additional Work set out in any new Sales Order.
12. Payment for any Additional Work set out in a new Sales Order will then be due in full at the next previously scheduled payment date as set out in the Payment Schedule. Should such sums not be received in full then Finishers will rely upon clause 8 herein.
13. Should any provision of these Terms be held to be void, invalid, unenforceable or illegal by a court of Law then all of the remaining provisions shall remain both valid and enforceable. In addition the failure by Finishers to enforce any provision of these Terms shall neither constitute as a waiver nor be construed as a waiver of any such provision or of the right of Finishers to enforce that provision.
14. Any dispute or legal issue arising from our Terms and/or any of Finishers’ Contractual Documentation will be determined by the law of England and Wales, and considered exclusively by the English and Welsh Courts.

I/We agree to The Finishers Company Limited’s Terms of Business as set out above:

Signed:

Print:

On behalf of:

Dated:

Schedule of Disclaimers

1. Costs and times, unless otherwise indicated, are based on normal working site hours (08:00 to 17:00 Monday to Friday). Any works required outside of these hours will be charged at an overtime rate.
2. A **Works Schedule** will be provided by Finishers, following which full access to the areas of works between the above site hours will be required. Should The Finishers be prevented from accessing the site during these times, resulting in the project having to be rescheduled, Finishers reserve the right to charge additional costs to the Client.
3. Starting dates, duration times and finishing dates are indications unless otherwise stated and agreed in writing and in advance of commencement.
4. The correct information must be provided by the Client to Finishers prior to commencement of works. Should incorrect or incomplete information be provided which subsequently affects the ongoing works as listed in the Sales Order, then Finishers reserve the right to charge additionally for any such delay.
5. Any change made to the original and agreed design, colour or finish, will be viewed as a variation to the original contract.
6. Where a Client decision on colour, finish or any other design element is required, as much prior warning as possible will be given to the Client as to the date and time for this decision. Finishers cannot be held financially responsible for any delay to the overall project should the Client not present themselves at pre-arranged meetings.
7. Finishers' works are carefully scheduled prior to commencement. Should preceding trades be delayed for whatever reason, this information must be communicated to Finishers in adequate time to enable Finishers to reschedule and notify the Client accordingly of any consequent increase in cost.
8. Works scheduled to occur outside of Greater London (M25) are subject to travel, accommodation and sustenance costs where applicable. Reasonable effort is made to keep these costs to a minimum and an estimate for these items will be provided in advance.
9. Whilst all reasonable effort is made to cost and include materials at the initial estimating stage, this may not always be possible. In such circumstances every effort will be made to provide an indicative budget of the anticipated cost of materials.
10. Due to the fluctuation in the price of precious metals, where large scale architectural gilding is required a budget for the cost of precious metal leafs will be provided.
11. Unless otherwise stated it is assumed that access equipment will be provided by the Principal Contractor. Finishers can provide access equipment at an additional hire charge and a budget for this can be provided upon the Client's request.
12. All reasonable efforts will be made by Finishers to protect completed finishes during ongoing works. However, any damage incurred by other trades or any other third party, following completion of specific areas, will incur remedial costs which will be charged to the Client.
13. Finishers will not be held liable for accidental damage or loss occurring to the fabric of any property during the period of works, however caused. Notice for any claim for damage or loss to a property must be put in writing and arrive at our offices no later than one month from the time of any such event. Any claim arriving after one month will be null and void.
14. Finishers reserves the right to make good themselves any damage for which they may be liable and will not pay sums to others in respect of any such damage made good by them.
15. An **Estimate** or **Sales Order** provided for any marine project will have been costed on the basis of one specific location for that aircraft or vessel.
16. Finishers cannot be held financially responsible for natural damage to works either in progress or at the stage of completion or thereafter.