WSZ Joiners Limited - Terms & Conditions

Orders

All orders received and estimates accepted will be on the basis of our trading conditions and any contract between us will be deemed to include them whether by specific reference or not. Acceptance of our estimate or instructions to carry out works will deem acceptance of our conditions. Instructions issued by a third party (Main Contractor, Letting Agency, Architect, etc.) on behalf of the client will deem acceptance of our terms and conditions by the client.

Estimates

All estimates are issued free of charge. Our estimates are generally valid for a period of 30 days, however if any materials included in the estimate are subject to a major price increase by our suppliers these will be passed on to the customer (after written notification has been given). Where an estimate is provided inclusive of VAT, this will have been based on the rate of VAT at the date on the estimate. If the government changes the rate of VAT, the new rate would be applied at the time of invoicing. It is the clients' responsibility to ensure that if an estimate is compiled using architect plans, we are supplied with the most recent plans and notified of any amendments or changes to said plans. Estimates to main contractors will only include a main contractors discount if clearly stated on the estimate.

Acceptance of Estimates / Issue of Works Order / Instruction to Work / Right to Cancel

Unless works are subject to a written contract the following terms are applicable for all general works: We reserve the right to withdraw our estimate, even if accepted, at any time until commencement of work. Acceptance of our estimate does not guarantee a specific start date. All start dates are negotiable and subject to change. While we can intimate completion dates, we do not guarantee that all works will be finished by the date given. We accept no responsibility for late completion of any works. Although we try to provide continuity of work, we do not guarantee that there will be tradesmen on-site at all times and as we supply emergency cover for several contracts we hold, we reserve the right to remove our labour to attend to these works at any time. In certain cases, deposits may be requested (See below). After acceptance of our estimate or from the date of authorising any works to be undertaken on your behalf, the client can cancel acceptance or withdraw authorisation to work within seven days from this date - Please note that no goods will be ordered with suppliers during this period. Cancellation may also be acceptable without penalty providing we have not ordered any non-returnable materials. If non-returnable materials (made to measure windows, doors, etc.) are ordered and unable to be cancelled, these items will be delivered and charged for. Stock materials purchased for agreed works that require to be returned due to cancelation of works may be subject to a restocking charge which will be passed on to

the customer. If we cancel other works to carry out works for you and these works are subsequently cancelled a penalty may be charged amounting to no more than two full days labour at current rates. Deposits can not be refunded if non-refundable materials are ordered on the clients behalf. It is the Client (or their agents) duty to ensure that all necessary permissions, if required, are in place prior to instructing any works by us. This particularly applies to building warrants, planning permission and works to listed buildings. If works being carried out by us will raise the value of the property, it is the clients responsibility to inform their insurance company of such work and to ensure on-going works are adequately covered. If access is required through adjoining properties, neighbours permission must be sought.

Clients Responsibilities

The client will be responsible for ensuring electricity is supplied free of charge for the duration of any works. This will include adequate lighting and 13amp power for power tools, etc. A fresh water supply should be provided. It is the clients responsibility to arrange for any Telephone/Broadband sockets to be temporary disconnected if they are in the vicinity of any works being carried out. Locations of telephone cables should be pointed out to our operatives before work commences. We can not be held responsible for any downtime or repair cost by your telephone provider. Free parking for at least one vehicle should be available for the duration of the works. Any parking fees required will be charged to the customer.

Works to Customers Own Goods

All works to customers own materials are carried out at the customers own risk and no claim can made against us for damages to same or the replacement cost of such items. Examples include works to glass, trimming doors to clear carpets, etc. If we undertake to install or fit items supplied by the customer such as kitchen units, doors, locks, etc., the work to such items will be at the customers own risk and no claim can be made against us for any damages to same, whether caused by us or not. We cannot be held liable for any consequential damage to clients own goods or property when carrying out remedial repairs. We recommend that customers have insurance cover for own goods prior to work being carried out on them.

Additional Works / Day Works / Minimum Charge

Additional works requested by the client will be charged at our current day works rate (available on request) with materials charged at trade price plus 25% markup for profit. Additional works required due to unforeseen circumstances will be estimated and only carried out if the price is agreed. A minimum charge of 1 hours labour applies to all works. Day works rates are available on request.

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Deposits

Deposits may be requested for larger jobs to cover initial supply of materials. A deposit will be required for bespoke products such as made to measure doors, windows, etc. We may also request a deposit for materials that require to be ordered from outwith our normal supplier network if we have to make an up-front payment. We are happy for deposits to be held by a third party (i.e. solicitor) until delivery of the goods is made, provided all fees for this arrangement are met by the client.

Payment

All accounts are due on receipt of invoice date and always within 7 days unless otherwise negotiated. Interest on overdue accounts will be charged at a rate of 5% per month above Royal Bank of Scotland base rate and include an administration fee. All legal and professional fees and charges incurred in the collection of overdue accounts will be charged. Complaints/disputed items should be notified in writing to our office within 7 days from receipt of invoice. A deposit will be required when non-returnable or made to measure goods are to be ordered. Requests for interim payments may be made for larger priced contracts. We will generally produce an interim invoice after two weeks work has been carried out. We reserve the right to withdraw our labour until interim payments have been made. We accept payment by BACS, cheque and cash. We no longer accept payments by credit or debit card.

Insurance and Grant Work

If all or part of the account is to be settled by your (or a third party) insurance company, this does not change our due date unless payment is to be made direct to us by the insurance company. Delays in payments from your insurance company cannot be passed on to us and payment of the account is not subject to receipt of insurance company cheques. Our contract is with the person or persons instructing the works and not with the insurance company. It is the clients responsibility to ensure that funds are in place prior to instructing any works.

Retention of Title

The ownership of the goods and materials supplied shall remain the property of WSZ Joiners Limited until all relative invoices are paid in full. In the event of default of payment, access will be allowed to recover said goods and materials. The responsibility of the goods will pass to the purchaser on delivery to site. Goods returned, no longer fit for purpose will be charged in full. Only goods that are accepted as a return by our suppliers will be refunded (subject to re-stocking charge). If part payment has been made, this will be credited to any labour charge first, before remainder (if any) being allocated to the goods supplied.

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Our Commitment and Guarantee

All work will be carried out by Time Served Tradesmen and covered by our Public Liability Insurance. All work is guaranteed for a period of one year. Goods supplied are guaranteed for one year. Certain goods may carry an extended manufacturers guarantee or warranty. Trade warranties available on request. Full details of product guarantee can be found in a PDF document below. The guarantee will not take effect until all related invoices are paid for in full. Guarantees do not apply to goods that have not been supplied by us. Guarantees are not transferable unless specifically requested and given in writing. Guarantee of materials fitted in an external environment will only apply if the materials have been painted/treated by a recognised professional tradesman. It should be noted that timber is a natural product and is subject to movement (shrinkage and expansion) depending on it's surrounding conditions. All guarantee claims or complaints should be sent in writing to our office. We will attend to all complaints within seven days of receiving them (allowing for holiday periods). We will endeavor to address all complaints or disputes to the complete satisfaction of the customer at all times.

For remedial repairs carried out by our preservation department, we offer a choice between our free company guarantee and a Biokil-Crown 30 year protected guarantee. Biokil-Crowns protected guarantees are supplied at a premium of the overall job cost and cover Dry Rot, Woodworm and Rising Damp.

Additional Terms and Conditions for Remedial Repairs

The following additional terms and conditions apply to all work carried out by our preservation department

Reports and Surveys

Our reports are prepared on the visible evidence and the results from test equipment (electronic moisture meters and or infrared cameras) on the day of the survey, subject to the restrictions and limitations of the survey. Our survey report will be limited to the areas you have identified as having potential problems. If it is thought we have not surveyed all problem areas, please let us know as soon as possible. Unless written permission is given to our surveyor by the owner of the property, we will not make holes in walls or ceilings, uplift floor coverings or floorboards or remove pipe boxes and suchlike, during the survey. While every effort will be made to provide a complete and accurate report, we cannot be held responsible for any item later found and not included in our report. Where further investigation is required this will only be carried out at the client's instruction. It should be noted, that in the case of dry rot, a complete estimate of the final cost cannot be given until the full extent of the damage caused has

been revealed by way of a full investigative survey. While an investigative survey will allow us to give a more accurate estimate of costs, further areas requiring treatment or replacement may still be found. For this reason we can never issue a fixed price quotation for dry rot works, only estimates. Any comments made in the report on the cause of any issue will often require verification by a third party (roofing contractor, plumber, etc.) or by further investigation. Initial surveys are all carried out from floor level.

Home Reports

We can carry out surveys for 'Dampness, Rot and Timber Infestation' as noted on a Home Report. It is important to note that we will only investigate the areas mentioned on the home report. Home reports are often vague as to the exact location of dampness and woodworm and it may be necessary to obtain further details from the person who carried out the survey. We will not normally inspect any other area of the property other than areas mentioned in the home report under the heading 'Dampness, Rot and Timber Infestation.

Remedial Estimates

every effort is made to ensure that the specification in the estimate is correct, we reserve the right to make modifications to this on site when unforeseen circumstances arise. Wherever the client gives instructions involving changes in the work this may constitute additional costs for which an extra fee will be charged. Reinstatement works are based on replacement items being like for like as close as possible using materials available from local suppliers. Replacement plaster thickness is based on standard plaster thickness up to 14mm with additional dubbing out being charged accordingly. Any advice and recommendations given in our reports are intended for the exclusive use of our own company and personnel. We will not accept liability for any claims arising out of the use by other parties of the information contained therein.

Reports and Estimate Fees

All estimates are issued free provided the person or company requesting the estimate is the property owner or the owners agent. We will charge for an estimate requested by a prospective purchaser of a property (this charge will be refunded if the property is purchased and the works awarded to us within 90 days of the survey date). Estimates will contain basic information relating to the works. A full survey report can be provided at the estimate stage and a charge will be made for this report. It should be noted that the nature of remedial works makes it almost impossible for us to provide a firm quotation for remedial works and all estimates are based on our surveyors findings during the survey. Any additional works carried out will be charged for at our standard day works rate. Copies of our reports must not be passed on to a third party without our

permission. We do not provide survey reports for tenants to use in disputes with landlords or housing associations and our survey reports are not permitted to be used in a court of law.

Shared Costs

Where treatment or remedial works have been carried out with shared responsibilities for costs (i.e. party walls, flats, etc.), the person instructing the works in the first instance shall be responsible for settlement of all accounts, in full, relating to the works. It is up to this person to pursue the other parties for late or delayed payments. In certain cases, we reserve the right not to proceed with shared works until approval is given in writing by all parties or pre-payment for the works is held by a solicitor to be released to us on completion of the works.

Health and Safety

Clients must comply with all safety sign and notices displayed or relayed to them during remedial repair works. Remedial work includes the use of chemicals and children and pets must be kept away from the working areas at all times.

General

Guarantees will not be issued until payment has been received. Where stage payments have been agreed in advance these will be due at the completion of each stage.

The Client is required to notify the Company of arrangements for its Operatives to obtain access to the premises. Any time lost through failure to make such arrangements will be charged extra.

Except where occasioned by the negligence of the Company or its servants the Company accepts no liability for accidental loss, damage or injury to the premises to be treated or any adjoining premises, or the contents of any such premises, or to any persons, or to any animal or plant life therein, or for any nuisance caused to the Owners or Occupiers of any such premises and the Client shall release and indemnify the Company from and against all claims arising from such loss, damage or injury as aforesaid. **In no circumstances does the Company accept liability for the following:-**

a. Accidental damage to decoration, floor coverings, fixtures and fittings. The client is responsible for the removal and safe storage of all items that may be affected by remedial works prior to commencement of works.

b. Any damage to the ceiling structure, whether or not the roof space, in which the Company's staff is to work, where it is structurally in a weakened condition, through insect or fungal attacks, or for any other cause. The Company will take every precaution to prevent the staining of ceilings, coombs, etc. when spraying timbers above them, but

should such stains arise from the need to give timbers adequate treatment no liability is implied or accepted by the Company. Existing cornices will be retained were possible. Estimates for replacing cornices will be for standard cornices available from local merchants. Specialist cornices will be an additional cost.

c. Damage to the electrical wiring which has become apparent, or been sustained in the building, or buildings, in the course of the treatment.

d. Damage to floor boarding in treatment areas, although every reasonable care will be taken.

e. The collapse of insecure brickwork during the company's work. If due to the collapse of insecure brickwork or to irregular bonding of the brickwork, or any other cause, the additional unforeseen work found to be necessary, will be charged extra. We can not be held responsible for the damage to foundations, underbuilding, walls, etc. due to installation of damp proofing systems provided we use standard practices and techniques.

f. The Client is advised to remove from the premises any liquids or foodstuffs liable to contamination during the course of treatment, not to replace carpets or floor coverings until the solvent has evaporated, not to lay "vinyl" floor coverings on floors that have been treated without first obtaining the floor covering manufacturers recommendations.

g. Defects which are found in the plumbing. If during the course of our work any unforeseen defects are noted to the plumbing, the Client will be advised and any repairs charged extra.

h. Damage to internal decoration by treatment chemicals during and after treatment works. The use of "vinyl" paints and wallpapers on recently treated walls is not advised and the advice of a professional decorator should be sought before redecoration. All treated walls and replastered walls must be allowed to dry out fully before redecoration.

i. Damage caused by dust. We will use dust sheets and polythene to protect fixtures and fittings in the immediate area surrounding the works. It is, however, the clients sole responsibility to protect their possessions during the works. N.B If the client requests additional protection to be added (i.e. temporary screening) then this will be charged for at standard rates.

9. Electricity supply, on normal voltage, is to be available to the Contractor during normal working hours, without charge. If a generator has to be hired by us, the cost of it's hire and collection will be added to the final account. If a meter requires 'Topping up' the cost will be passed on to the property owner.

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10. Estimates are accepted subject to the above conditions. No alteration to these conditions will be accepted without written confirmation.

11. Any complaint relating to work invoiced should be forwarded in writing within 7 days of the original invoice date. No claim for damage can be accepted after this time.

12. Please note that due to the life cycle of wood boring insects; re-treatments will not be carried out during the residual fly-out period.

13. For any claims against the Guarantee(s) issued, the Company reserve the right to charge a call-out fee. This amount would be reimbursed if re-infestation has occurred.

14. The guarantee remains valid regardless of ownership. If re-assignment is required a fee will be charged.

15. The property is to be kept in a reasonable state of maintenance and repair. Areas of treated timber must be free from moisture penetration.

16. Guarantees may be invalidated if recommendations in conjunction with the original, or subsequent reports, have not been complied with.

17. Copies of guarantees and searches for guarantees are available subject to an administration fee.

Terms and Conditions last updated 25/05/2024.