

refresh

PROPERTY SERVICES & CONSULTANTS



Terms & Conditions

Our current terms and conditions of trading for commercial and domestic clients.
Current as of 21st September 2015.

Churchill House, Stirling Way. Borehamwood. Hertfordshire. WD6 2HP
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Tel: 020 8959 6424 Vat Reg: 109086713

1. Our surveys;
 - i. Surveys will be charged at £60 inc VAT for properties within a 10 miles radius of our office premises. For surveys outside of this area, please contact us for costings.
 - ii. In instances where we are asked to carry out independent surveys that shall result in no recommendations of works by Refresh PSC, these will be charged at £250 inc VAT
 - iii. Surveys carried out by Refresh PSC, although carried out in a professional and analytical manner are not comprehensive and should not be taken as such. Although efforts are taken to ensure against misdiagnosis within the protocols of our surveys, we cannot be held responsible for errors.
 - iv. Our surveyors utilize non-destructive damp surveying equipment and will not carry out destructive testing unless instructed to do so at time of booking. This may incur additional costs.
 - v. Findings during our surveys are to be taken as a snapshot of conditions at the time of our survey. It is entirely possible that changes in geological and environmental conditions can alter the presence of dampness. We cannot guarantee that we have identified all dampness within the property nor that dampness will not occur within the property in other areas at a later date.
 - vi. Surveys include travel time to and from the property with 30 minutes on site. We reserve the right to charge additional fees for surveys that are outside our normal working area and/or surveys to properties that require a longer visit. This will be agreed at the time of booking.
 - vii. For a full and comprehensive survey and report which will normally include destructive testing and sample analysis, we recommend you instruct the services of a reputable, experienced and qualified *independent* damp surveyor. Please contact us for our recommendations.
 - viii. Any specifications, plans, details, quotations or otherwise that are delivered to the customer after our survey are protected by English copyright law and remain the property of Refresh PSC. These shall not be copied, amended or distributed to third parties without prior written consent of Refresh PSC. Any breach of our copyright can result in legal action.
 - ix. Instruction of Refresh PSC to carry out a survey shall be deemed as acceptance of these terms.
2. Refresh PSC reserve the right to decline surveys and/or projects at their own discretion without explanation.
3. Unforeseen alterations, additions or variations to our original specification, schedule or quotation will be notified in writing to the customer with written consent received by customer before proceeding with such. This may incur additional costs. In instances where instruction on variations or additions cannot be given or are refused by the client, we reserve the right to nullify any potential guarantees until such time instruction can be given which can resolve the given issue. Invoices will be issued based on works completed to that point.
4. Refresh PSC have full liability insurance available to view upon request. Increased cover can be arranged upon request. This may incur additional costs.
5. Refresh PSC reserve the right to invoice at stages to limit exposure at their own discretion.

- 6.** Instruction of projects costing above £10,000 excluding VAT, will require a deposit of 40%, with a second payment of 50% when over half way through the project. The final balance of 10% will become payable immediately upon completion of project according to our specification and schedule of works. This deposit can be held via the Consumer Protection Association.
For projects costing above £20,000 excluding VAT, a mutually agreed payment schedule will be in place based on a deposit and staged payments in line with the value of work completed.
- 7.** Where a deposit is not taken, we require full and immediate settlement of invoices within 48 hours of issuance.
- 8.** Any snags identified by client once we have completed our works according to specification and schedule of works must be provided in writing by the customer within 14 days of completion of works. This does not include re-occurrence of dampness.
- 9.** The customer must provide reasonable access without delay to enable any snagging to be carried out. If access has not been made available to carry out the snagging within 14 days of notification. Failure to allow access during this period will be deemed that there is no snagging to be undertaken.
- 10.** Unless otherwise stated by way of verbal or written communication, Refresh PSC offer guarantees from the date of project completion. These are normally for a period of 10 years and can be underwritten by GPI for an additional fee. Inability to guarantee works shall be notified within our specification and/or by further correspondence based on any variation or alteration to our original specification in the event of unforeseen issues uncovered during our works.
- 11.** In instances where the customer wishes to claim under guarantee, Refresh PSC shall only be liable for rectifying works completed by Refresh PSC & shall not be held responsible for ensuing damage or further claims unless otherwise stated within schedule of works and/or terms of guarantee.
- 12.** If, after the Company has carried out the works, a problem persists with the works, the customer shall give notice in writing within 3 months to Refresh PSC and shall afford the opportunity of both inspecting such works, & carrying out any necessary remedial works if appropriate.
- 13.** The customer accepts that if they fail to notify Refresh PSC as aforesaid and within the 3 month period, then Refresh PSC shall not be liable in respect of any defects in the works carried out.
- 14.** Invoices are due for payment immediately upon delivery to the customer. Invoices unpaid (in total or in part) will accrue interest at 8% APR over Bank of England base rate from invoice date. Refresh PSC do not offer credit facilities at this time. Ownership of materials is retained by Refresh PSC until full settlement of invoice is received.

15. The customer must make all necessary arrangements for access and ensure rooms are left free of obstruction for Refresh PSC to carry out works. If rooms are not left in such condition or access is not provided Refresh PSC reserve the right to charge at the operative's prevailing rate for time lost. Our operative rates are £50 per man, per hour subject to VAT.
16. If a customer cancels any scheduled work less than 7 days prior to the mutually agreed and specified commencement date for the works, the customer will be liable to a cancellation fee of £500 per day for the duration of expected works or 50% of the contract value excluding VAT (whichever is lower) plus any material/plant costs already incurred by Refresh PSC.
17. If a customer requires works to be undertaken within the allowed 14 day cooling off period, the customer shall accept that they will forgo their right to a cooling off period and as such will be liable to our standard works cancellation fee.
18. Instruction of Refresh PSC to carry out surveys and/or works shall be deemed as acceptance of these terms and conditions.
19. These terms and conditions are to be read subject to, and are limited by, the terms of guarantee at the current at the date of the client's acceptance of Refresh PSC's offer to carry out the treatment. In the event of any ambiguity or uncertainty arising with the works, the project specific specification and/or guarantee terms shall be used.
20. These terms do not affect your statutory rights under the [Provision of Services Regulations 2009](#).