

**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES**

These Terms and Conditions are the standard terms of engagement for Works undertaken by Riflesso Ltd, a company registered in England and Wales under company number 12775963 whose registered office is 29 Beechey Place, Wokingham, Berkshire, RG40 1LP.

**Definitions**

1.1. In these Terms & Conditions, the following definitions apply:

“Agreement/Contract”	means the Agreement between You and Us to carry out the Works of which these terms form a part.
‘Goods’	means materials supplied by Us
“Operative”	means the representative appointed by Us to carry out the agreed Works
"Price"	means the Price payable for Works
'Parties'	means You and Us, and 'Party' shall mean either one of Us
“Quotation”	means Our letter or other communication to You describing the Works, including timeframes and payment schedule where relevant.
“Services”	means the services, including any goods and materials, detailed in the Quotation.
“Us/We/Our”	means Riflesso Ltd, and includes all employees and agents of Riflesso Ltd.
‘Works’	means the Works described in Our Quotation, or any other document or email issued by Us, as may be varied by agreement in writing between the Parties.
“Writing”	includes electronic mail, facsimile transmission and comparable means of communication.
“You/Your”	means the client, the person/company (including their employees, agents or assigns), organisation for whom We carry out Works.

**2. Acceptance of Works (The Contract)**

- 2.1. Any Quotation given by Us shall not constitute an offer and is only valid for 30 days from its date of issue.
- 2.2. These Terms & Conditions and any Quotation provided by Us constitute the entire Contract between You and Us.
- 2.3. The Contract is considered to start when You have confirmed, in writing, Your acceptance of Our Quotation, and We have confirmed with You a date for the Works to begin.
- 2.4. Due to the unique nature of every job, specific terms and conditions may apply to a contract. These will be included with Our Quotation and highlighted to You.
- 2.5. Any illustrations, descriptions, imagery either displayed on Our website, marketing materials (both offline and online), catalogues, price lists or others are intended merely to present a general idea of Works and services provided by Us. No part of these shall form part of any contract.
- 2.6. These Terms & Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

2.7. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by a person authorised to sign on Our behalf or Us.

### **3. Quotations**

- 3.1. Any Quotation supplied by Us can be withdrawn by Us at any time before the receipt of an unqualified acceptance from You and shall be deemed withdrawn if it has not been accepted within 30 days from its date.
- 3.2. The Quotation is based on the visual inspection and assumed condition of the building unless stated otherwise. Any change to those conditions found to exist as Works proceeds may result in additional charges to those initially indicated, and We will not be held liable.
- 3.3. The Quotation is based on the Works being carried out during regular working hours. Should weekend, holiday or other extraordinary hours be required, You may incur an additional cost for this.
- 3.4. We reserve the right to increase the Price before any Works being carried out, equivalent to the increase of cost to Us, including additional materials, labour, equipment hire and transport since the date of the provided Quotation (either done so in writing, email or orally). If the final Price exceeds the quoted Price by more than 10%, You may cancel the Contract providing You do so before any Works commence (including the order of materials or equipment hired).
- 3.5. Any Quotation provided by Us may be revised in the following circumstances:
  - 3.5.1. If, after submitting the Quotation, You instruct Us (whether in writing or orally) to provide additional Works or services not referenced or detailed within the Quotation.
  - 3.5.2. If following the submission of the Quotation by Us, there is an increase in the cost of materials to be supplied
  - 3.5.3. If following submission of the Quotation by Us, further Works and services need to be carried out which had not been anticipated, for example, to bring surfaces up to a standard before any Works can be done.
  - 3.5.4. If following submission of the Quotation or Works carried out, it is discovered that there was a manifest error when We prepared the Quotation.
- 3.6. We will not be under any obligation to provide a Quotation to You. We will only be bound to Quotations supplied in writing to You, which Our authorised representative has also signed. We will not be bound by any Quotations provided orally.
- 3.7. You will reimburse Us for all expenses incurred (including labour, materials and equipment hire) upon acceptance of a Quotation which You subsequently cancel.

### **4. Prices and Payment**

- 4.1. Prices and timings of payments specific to this Contract will be outlined in the Quotation accompanying these terms and conditions, including any advance payments or stage payments relevant to the Contract.
- 4.2. The Price as stated in the Contract includes Value Added Tax ("VAT"). All payments are due in Pounds Sterling.
- 4.3. All invoices are payable on presentation.
- 4.4. Our preferred method of payment is by BACS/Faster Payment. Our bank details are on Our Invoice.
- 4.5. Where You are represented by a third-party person(s) or agent(s) (such as a managing agent, landlord, tenant or another occupier, friend, family, contractor or another representative), in the event of non-payment by You, the third party will be responsible for full payment unless We have agreed otherwise in writing before any Works commence.

- 4.6. Any queries relating to an invoice must be received within seven (7) days from the date of the invoice. Until a query is resolved, You remain liable to pay the undisputed part of an invoice within the original timescale detailed.
- 4.7. If payment of the Price or any part thereof is not made by the due date, We may:
  - 4.7.1. Cancel the Contract or suspend any further provision of the Works to You with immediate effect. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the Services,
  - 4.7.2. Charge interest at the rate of 10% per annum on the unpaid amount.
  - 4.7.3. Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to You. We shall be entitled to submit such reminders weekly once the fees have become overdue.
  - 4.7.4. Seek to recover all costs reasonably incurred by Us in collecting payment of any overdue invoices from You.
- 4.8. We will not provide or issue any guarantees, certificates or other similar documents to You for Works unless payment has been made and received in full.

## **5. Quality of Goods**

- 5.1. It is Our responsibility to supply You with goods that meet Your consumer rights. If You have any concerns that We have not fulfilled Our legal obligations, please get in touch with Us.
- 5.2. We warrant to use materials that are of satisfactory quality and suitable for their intended purpose. Unless agreed otherwise, all materials will be new.
- 5.3. The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Us under clause 5.1 above and section 9 below.

## **6. Supply of Services**

- 6.1. Time frames and delivery dates are provided for guidance only, and We make no guarantee that the services will be performed within the specified period. For the purposes of this agreement, time shall not be of the essence, and We shall not be liable for any loss or damage suffered by You as a result of the delivery of services being delayed or postponed for any reason.
- 6.2. After Your order has been checked, We will advise You of the estimated start date. Sometimes We may experience delays in the supply of materials. Whilst We try to ensure the Works takes place on the indicated date, this is an estimated date only. We will, however, endeavour to notify You at the earliest opportunity if it is likely that the \ Works will be delayed.
- 6.3. We shall undertake the Works as per the Quotation in all material respects.
- 6.4. We shall undertake the Works carefully and competently, as per the manufacturer's instructions and recommendations. We will leave the working area clean and tidy after finishing the Works.
- 6.5. We will prevent or minimise health and safety risks to You and other people visiting the premises. Please ensure that children and pets do not have access to the area whilst the Works are in progress.
- 6.6. We shall take reasonable steps to cover and protect all surfaces in the Works area that are not subject to the Works and minimise the amount of dropped materials, fumes or dust caused by the Works. You accept that there will be no compensation (financial or otherwise) for any damage caused to properties (internally or externally) resulting from the Works.
- 6.7. We shall have the right to make any changes to the Works necessary to comply with any applicable law or safety requirement, or which do not materially affect the Works's nature or quality, and We shall notify You in any such event.

- 6.8. The cost of the removal of any waste materials will be included in Our Quotation.
- 6.9. In the unlikely event of any Asbestos type materials being found during the Works, You must take responsibility for employing, at Your own cost, a specialist company, under a separate contract, to remove and dispose of it.
- 6.10. We will perform the Services using Our staff and sub-contractors.

## **7. Your obligations**

- 7.1. This Contract assumes that We will have access to the premise's services such as electric, water and toilet facilities. If any of these services are not available, then please inform Us before the start date.
- 7.2. You shall:
  - 7.2.1. Clear the Works area of any obstacles and possessions before Our installers arrive. We cannot accept responsibility for damage to any of Your possessions left in the place in which We are working.
  - 7.2.2. Ensure the surfaces are fully prepared for the Works to take place.
  - 7.2.3. Ensure proper ventilation and, where required, heating or cooling.
  - 7.2.4. Obtain all consents, licenses and permissions from landlords, local authorities and others, which are required before the Works can commence and promptly so as not to delay the Works.
  - 7.2.5. Obtain permission for Us to proceed over property belonging to neighbours or third parties if this is necessary. You shall indemnify Us in all aspects of any claim from neighbouring/third party properties arising out of Our presence or that of Our representatives.
  - 7.2.6. Keep and maintain all materials, equipment, documents and other property of ours (Our materials) at Your premises in safe custody at Your own risk, maintain Our materials in good condition until returned to Us, and not dispose of or use Our materials other than per Our written instructions or authorisation.
  - 7.2.7. Where the area has restrictions on parking, submit permission or provide a parking permit for Us for such a period as the job duration.
  - 7.2.8. Immediately notify Us if any member of Your household is instructed to self-isolate or tests positive for Covid-19. Works will be suspended until the period of self-isolation has expired.
- 7.3. By instructing Us to proceed with any Works as agreed, We assume that You have sought the necessary permission as set out above. You will be liable to Us for all loss and damage, whether indirect, direct or consequential, which We have suffered due to the failure or delay by You in performing the obligations as detailed above.
- 7.4. If Our performance of any of Our obligations in respect of the Works is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation (customer default):
  - 7.4.1. We shall, without limiting Our other rights or remedies, have the right to suspend performance of the Works until You remedy the customer default and to rely on the customer default to relieve Us from the performance of any of Our obligations to the extent the customer default prevents or delays Our performance of any of Our responsibilities.
  - 7.4.2. We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of Our obligations as set out in this clause 7.4; and
  - 7.4.3. You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from the customer default.

## **8. Guarantees**

- 8.1. Any guarantee provided by Us shall be for labour only, in respect of faulty workmanship, from twelve (12) months of the date of completion.
- 8.2. Any parts, equipment or components supplied by Us will be covered by their respective manufacturer's warranty, terms and conditions and response times.
- 8.3. Our guarantee will become null and void in respect of:
  - 8.3.1. Any defects or flaws resulting from any misuse, failure to adequately and appropriately maintain, or failure by You to follow instructions or recommendations.
  - 8.3.2. Any defects or flaws resulting from damage that is not due to defective workmanship or materials.
  - 8.3.3. Any defects or flaws resulting from modifications, alternations, defacements or repairs made by or attempted by others.
- 8.4. We accept no liability for (or guarantee suitability for) materials supplied by You or other third parties and will not accept liability for any damage or faults as a result.
- 8.5. We are unable to guarantee any Works undertaken on instruction by You, against Our advice or recommendations.
- 8.6. We will not be liable or responsible for any damage or defect arising from Works not fully guaranteed or where recommended Works has not been carried out.
- 8.7. We will not be liable for any cracks that appear providing we have used tape or expanding metal lathe (EML) on all visible cracks before starting the agreed Works. This occurrence is unavoidable if there is any structural movement present.
- 8.8. We will not guarantee Works where You have been notified either verbally or in writing by Us of any related Works which requires attention.

## **9. Defects**

- 9.1. Subject to clauses 5 and 8 above and the exclusions listed below, We undertake to make good and repair any defect in completed Works, which appears within twelve months of the completion date of the same, to the extent that such defect arises from the breach of Our obligations under this Contract.
- 9.2. You must notify Us in writing of any defects within this period, and Our insurers and We must be provided the opportunity to inspect the Works and any alleged defect.
- 9.3. This inspection shall only apply to Works carried out and completed by Us that has been paid in full by You.
- 9.4. Following the inspection and it transpires that the alleged defect is not the result of any Works or service carried out or provided by Us, We reserve the right to charge You for the inspection visit at Our standard rate.
- 9.5. We reserve the right not to carry out any Works where You cannot provide sufficient evidence that We originally carried out the Works or where We have not received full payment for the said Works.
- 9.6. Exclusions are:
  - 9.6.1. Any parts or materials supplied by Us will only be provided with the manufacturers or suppliers guarantee and are not guaranteed by Us.
  - 9.6.2. Any defects resulting from the misuse, wilful act or faulty workmanship by You or any other third party working for or under Your direction.
  - 9.6.3. Any structural defects, such as but not limited to subsidence and its resultant effect.

## **10. Notice of Your Statutory Right to Cancel (Individuals only)**

- 10.1. If You are an Individual (consumer), You have a statutory right to cancel this Contract within fourteen (14) calendar days starting on the day You accepted Our estimate.
- 10.2. You should send Your cancellation notice to Us in writing via post or email.
- 10.3. Notice of cancellation is deemed to be served as soon as it is posted/sent.
- 10.4. If You require Us to begin the services within the Cancellation Period, We need You to make an express request to do so. In such cases, Your right to cancel continues until either the end of the Cancellation Period or the completion of the services, whichever is the earlier. If You cancel during the Cancellation Period, We may charge You for any services provided up until the point when We receive Your cancellation notice and will provide a partial and proportionate refund accordingly. Your right to cancel the services will no longer apply once the services have been entirely performed.

## **11. Cancellation**

- 11.1. If You wish to cancel an order (for individuals AFTER Your fourteen (14) day statutory cancellation period), You must give Us fourteen (14) days' notice in writing. In such instances, We are entitled to invoice You for any losses, including but not limited to materials, restocking charges incurred (for taking materials back), labour, sub-contractor charges and expenses already incurred by Us.

## **12. Right of Termination**

- 12.1. We reserve the right to terminate the Contract with immediate effect in the event of any of the following:
  - 12.1.1. That You become insolvent or enter into some form of insolvency arrangement.
  - 12.1.2. That You suspend, threaten to suspend, cease or threaten to cease to carry on, all or substantially the whole of Your business.
  - 12.1.3. That You (being an individual) dies or, because of illness or incapacity (whether mental or physical), are incapable of managing Your own affairs or become a patient under any mental health legislation.
- 12.2. If either Party breaches a material provision under this Contract, the non-defaulting Party may terminate this Contract immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
- 12.3. Without limiting Our other rights or remedies, We may terminate this Contract with immediate effect by giving written notice to You if You fail to pay any amount due under this Contract on the due date for payment.
- 12.4. All notices of termination of the Contract should be submitted to the other Party in Writing.

## **13. Consequences of Termination**

- 13.1. On termination of the Contract for any reason:
  - 13.1.1. You shall immediately pay Us all of Our outstanding unpaid invoices and interest. In respect of Services supplied but for which no invoice has yet been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt;
  - 13.1.2. You shall return all of Our Materials that have not been fully paid for. If You fail to do so, then We may enter Your premises and take possession of them. Until they have been returned, You shall be solely responsible for their safekeeping and will not use them for any purpose not connected with this Contract;
  - 13.1.3. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

13.1.4. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **14. Data Protection**

- 14.1. "Data Protection Legislation" refers to The Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time.
- 14.2. All personal information that We may collect (including, but not limited to, Your name, postal address, email address and telephone number) will be collected, used, and held according to the provisions of Data Protection Legislation as defined in clause 14.1.
- 14.3. How We collect, use, and store Your personal information is set out in Our privacy policy.
- 14.4. In certain circumstances, and with Your consent, We may pass Your personal information to credit reference agencies. These agencies are also bound by the Data Protection Legislation as defined in clause 14.1 and should use and hold Your personal information accordingly.
- 14.5. We will not pass on Your personal information to any other third parties for marketing purposes without first obtaining Your express consent.
- 14.6. We may take photographs for Our promotional use, they may appear on Our social media sites and website, and by agreeing to these conditions, You have permitted Us to do so. We will own and retain the copyright of any image taken but will happily share it with You.

## **15. Limitation of liability**

- 15.1. Our liability shall be limited to:
  - 15.1.1. the repair or making good of any defect according to Our undertaking in Clauses 5, 8 and 9 above.
  - 15.1.2. The reasonable costs of repair or reinstatement of damage or any loss to Your property, should this result from Our negligence, and You incur such costs.
- 15.2. We will not hold any responsibility for any damage suffered to a part of any property where the damage is in whole or in part a consequence of a defect or weakness in that part of the property.
- 15.3. It is Your responsibility to protect items of furniture, furnishings, fixtures and fittings. We will make reasonable efforts not to cause damage. We suggest You remove items that are considered to be a problem. If items remain within the working area, it is Your responsibility to cover such items.
- 15.4. Nothing in these conditions excludes or limits Our liability for death or personal injury resulting from Our negligence and that of Our employees or agents or for fraud or fraudulent misrepresentation.
- 15.5. This clause 15 shall survive termination of the Contract.

## **16. Intellectual Property Rights**

- 16.1. All Intellectual Property Rights in or arising out of or in connection with the Works shall be owned by Us.
- 16.2. You acknowledge that, in respect of any third-party Intellectual Property Rights in the Services, Your use of any such Intellectual Property Rights is conditional on Us obtaining a written licence from the relevant licensor on such terms as will entitle Us to license such rights to You.

## **17. Events Outside of Our Control (Force Majeure)**

- 17.1. We will use all reasonable efforts to carry out and complete the Works on time but shall not be liable to You or any third party if the Works prove impossible due to events or circumstances beyond Our reasonable control.

17.2. If the delay persists for such time as We consider unreasonable, We may, without liability on Our part, terminate the Contract.

17.3. If an event outside of Our control occurs and You wish to cancel the Contract, Your notice of cancellation must be made in writing to Us and will be subject to clause 11.

## **18. Complaints, Communication and Contact Details**

18.1. We strive for excellence in all Our Works. If You are not satisfied in any way, please get in touch with Us as soon as possible. We would appreciate every opportunity to resolve any dispute amicably.

18.2. If You wish to contact Us with questions or to make a complaint, please get in touch with Us by telephone at 07522 836 993 or by email at [info@riflessovenetianplaster.co.uk](mailto:info@riflessovenetianplaster.co.uk)

## **19. Other Important Terms**

19.1. If, for any reason, any of the terms included in this agreement become illegal or otherwise unenforceable, the remaining terms will not be affected and will still apply.

19.2. The Contract between You and Us for the Works shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by You, without Our prior written consent.

19.3. The failure by Us at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.

19.4. A person who is not a party to the Contract shall not have any rights to enforce its terms.

## **20. Governing Law and Jurisdiction**

20.1. This Contract shall be governed by and construed under English Law, and the parties agree to submit to the exclusive jurisdiction of the courts of England & Wales.

**Riflesso Ltd**

**The Client**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name & Title*

\_\_\_\_\_  
*Print Name & Title*

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