



## 1. DEFINITIONS

1.1 In the Terms and Conditions, following definitions apply:

- **“The Company” shall mean “the specialist company appointed to undertake the relevant work which shall enter into the Contract for the work with the Client”**
- **“Client” – means the person, company, corporate entity, partnership or other legal entity whom or which contracts with the Company, for the Company to provide the relevant work**
- **“Premises” – shall mean the premises where the work under the relevant contract is to be carried out.**
- **“the Contract” shall mean the relevant contract under which the Company is to provide the relevant work**
- **“the Work” shall mean the work to be undertaken or provided by the Company under the Contract**

1.2. Unless the context requires otherwise, reference to the singular shall include the plural and references to the masculine shall include the feminine and neuter genders and vice versa.

1.3. The Headings contained in these Terms and Conditions are for convenience only and do not affect their interpretation.

1.4 Reference to any legislation shall include such legislation as amended or re-enacted from time to time, and whether before or after the date of formation of the relevant contract.

## 2. THE CONTRACT

2.1. These terms and conditions shall be incorporated into the Contract.

2.2. These terms and conditions may only be amended or varied if such amendment or variation shall be agreed or confirmed by the Company in writing.

2.3. The Client agrees that placing an order for work (via the Booking Agent) shall constitute the Client's acceptance of these terms and conditions, which shall be incorporated into the Contract between the Client and the Company

## Terms and Conditions for Wood Floor Sanding & Refinishing

2.4. Unless otherwise agreed in writing by the Company, these terms and conditions shall prevail over any terms of business or purchase conditions put forward by the Client

2.5 It is agreed and declared that the Company shall not be obliged under the Contract to carry out any work act or matter which shall be unlawful- and it is agreed that this condition shall prevail over anything which may be otherwise agreed between the Booking Agent/the Company and the Client

### 3. QUOTATIONS

3.1. The Company habitually uses metric measurements and national average room sizes when calculating quotations over the telephone or by other remote method. Any telephone or other remote quotations are to be used only as a guide for customers – and not as a final price. Final prices are on quotations sent to the Client in writing by email, fax or post after a Premises inspection has been carried out.

3.2. Wood floor restoration services are charged per linear metre taking into account the type and the state of the floors / sub floors. Some flooring materials and flooring details may require more time and resource refinishing, and therefore the Company may in such case decide to charge at rates higher to the ones discussed over the telephone or discussed verbally at any estimation meeting, or contained within the Company's advertising literature. This can often be the case with older properties and/or where floorboards have previously been finished using solvent based varnishes for example which can increase the time required to sand and the number of consumables used per square metre such as sanding sheets.

3.3. The Company reserves the right to amend the quotation, should the Client amend or vary the Client's requirements.

3.4. Differences in measurements of the actual size and the ones quoted, with an excess of 5% will be discussed with the Client prior to the start of the work. In such case the Company shall be entitled to increase the price of the work by such amount as may be just and reasonable

3.5. All formal quotes sent by email will be subject to reassessment after a viewing of the floors at the Premises.

3.6. The Company reserves the right to amend a quotation not accepted within 90 days.

3.7. The Company has a minimal charge of £350.00 (before VAT where applicable) for any project.

3.8 Whenever the Company is called to carry out an inspection of a finished project, where the Client has stated a problem which is caused naturally (expansion or shrinking of the timber due to the weather conditions, humidity etc.), or accidentally by the Client or a third party, a call-out charge of £100.00 (before VAT where applicable) will be made.

## Terms and Conditions for Wood Floor Sanding & Refinishing

3.8 The quotation (unless otherwise stated) excludes the clearing of waste material and/or debris created by the work.

### 4. VAT

4.1. All prices are exclusive of (and will be subject to) value added tax (“VAT”) (where applicable) at the relevant VAT rate.

### 5. EQUIPMENT

5.1. Unless otherwise agreed or specified to the contrary in the quotation, the Company shall provide all products, tools and equipment reasonably required to carry out the work.

5.2. The Client shall provide adequate and accessible supplies of running water and electricity at the Premises to enable the work to be carried out.

5.3 Sanding machinery requires 240v of electric supply. The Client shall ensure that their power supply at the Premises can provide this level of electric power.

5.4 Where necessary, where the work is to be carried out within a residents parking area, the Client will when requested provide visitor parking permits to the Company to enable it to park its vehicles for the purposes of carrying out the work.

5.5 The Client will reimburse to the Company for any pay and display charges, congestion charges, skip licences and skip parking fees which are reasonably incurred in relation to carrying out the work. These charges are in addition to the amount contained in any quotations/contract price.

### 6. PAYMENT, PRICE AND EXTRAS

6.1. Payments are accepted by credit/debit card only in the case of Domestic/Commercial work and Bank Transfer for Commercial work only payable immediately upon completion of works.

6.2. (Unless otherwise agreed or stated to the contrary in the quotation), a 30% deposit payment is due on the day of starting the project. The deposit payment is not refundable if the Client decides to cancel a project after any workers have arrived on site. The Company shall not be obliged to commence and/or continue work at the Premises unless and until the deposit has been paid, and in this regard payment by cheque shall be deemed to be a conditional payment as stated above.

## Terms and Conditions for Wood Floor Sanding & Refinishing

6.3 (Unless otherwise agreed or unless stated to the contrary in the quotation), the remaining payment of 70% plus the cost of any extra or additional work requested, or of any variations requested, shall be due on the date for the completion of the work. The Client should make payment before the workers leave the Premises at the end of the project.

6.4. The Company reserves the right to charge simple interest upon any overdue sums, at the rate of 8% per annum, with interest to be computed upon a daily basis

6.5. All bank charges incurred due to a Client`s cheque being returned unpaid will be passed to the Client.

6.6 The Company reserves the right to stop work and/or cease to continue work and remove its workers from the Premises, if any payment due is wholly or partly unpaid and/or continues to remain unpaid.

6.7 The Company reserves the right to stop work and/or to cease to continue work and to remove its workers from the Premises, in the event that the Client is subject to any insolvency procedure, (to include but not be limited to the appointment of an administrator and/or an administrative receiver, the service of a statutory demand, the presentation of a bankruptcy and/or winding up petition. and the proposing of an arrangement general creditors.) The Company shall also be entitled in such circumstances by service of notice in writing upon the Client and/or upon a relevant insolvency office holder, to terminate the Contract.

6.8. The Company reserves the right to amend the price of the Contract by such amount as may be just and equitable if the price has been computed upon a misrepresentation made by or on behalf of the Client.

6.9 The Client will pay a reasonable price for any extra work and/or for any variation to the work outside the scope of the Contract, which the Company and/or the workers are asked to undertake at the Premises by the Client or by any director, officer or manager of the Client or other person representing the Client at the Premises.

### 7. CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013.

7.1 Where the regulations apply, notice of statutory cancellation rights are set out below;-

Right to cancel

If the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to the relevant contract between yourself and the Company, you will have the right to cancel the contract within a relevant 14 day period without giving any reason.

The cancellation period will expire after 14 days from the date of the Contract or from the date you first receive this notice, which ever shall be the latter.

## Terms and Conditions for Wood Floor Sanding & Refinishing

To exercise the right to cancel, you must inform the Company of your decision to cancel the Contract by a clear statement (e.g. an e-mail which has been acknowledged by the company as received)

If you cancel this contract, you will receive a refund of all payments received from you, (except in respect of the value of any work and out of pocket expenses which has been carried out and/or incurred at your request, and which you will remain responsible to pay for).

The refund will be made without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

You will receive the refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any costs as a result of the reimbursement.

Model cancellation form addressed to the company which you may wish to use to cancel the contract within the cancellation period is set out below;-

### 8. WORK ISSUES

#### 8.1. Repairs and Existing Damage and other related issues

8.1.1 Minor repairs (such as fixing down loose floorboards, filling of cracks, etc.) will be made as necessary to make good and even out the floor surface unless otherwise instructed by the Client.

Substructure repairs

and/or any major repairs (including nailing down all nails or screws) will only be made after instruction by Client and shall in such case be chargeable to the Client as an extra;

8.1.2. The Company reserves the right to charge a reasonable sum as an extra in respect of any work which it undertakes at the request of the Client and which was not readily apparent from the Company's pre contract inspection(s) of the Premises upon which their quotation was based. An example is unforeseen work required to areas which are covered over with carpets or other floor coverings or to areas which are hidden by furniture or other objects.

8.1.3. The colour and quality of timber provided by the Company under the Contract shall be in accordance with market availability in terms of quality, age, colour, and grain;

8.1.4. Accordingly the nature of wood timber provided under the Contract cannot be guaranteed to be the same colour and shade etc. as existing ones.

## Terms and Conditions for Wood Floor Sanding & Refinishing

8.1.5 The Company shall have no responsibility in respect of existing damage to Clients property in the form of old and pre-existing stains/burns/spillages etc. which cannot be cleaned and/or removed completely by its workers by use of industry standard methods.

8.1.6 The Company shall not be responsible for a poor result in sanding or restoration where this is a result of considerable wear and tear and/or excessive damage of the floor arising prior to the start of the work.

8.1.7. The Company shall not be responsible for any odours arising during and/or after the work where this is due to factors such as, lack of ventilation, and/or appropriate heating.

8.1.8 The Company shall not be responsible for any damage caused as a result of placing furniture by the Client on the floor, within 12 hours following the time of application of the last coat of varnish / oiling / waxing on the floor.

8.1.9 The Customer shall be required to provide to the workers on site reasonable facilities to undertake the work in terms of normal and/or artificial light, heating and toilet facilities

### **8.2. Gap Filling**

8.2.1. Due to the natural movement of the wood (expansion or shrinking due to weather conditions, or when heating or other pipes are located directly under the floor) or exposure to extreme humidity or traffic load, resin filling cannot be guaranteed and the Company is not responsible if the resin should fail at any time due to such reasons.

8.2.2. When a slivers gap fill method is used, the Company cannot guarantee that the slivers (even though produced from reclaimed timber) used to fill the gaps can be exact match to the existing floor – every piece of wood is unique, therefore it might vary in colour, grain, shade etc.

8.2.3 The edges / gaps between the floor and the walls / skirting boards are not included in the quotations unless otherwise instructed. Such gap filling is a subject to additional service and charges;

8.2.4. Gaps between risers and steps on a staircase do not fall in the general services of the quotation unless otherwise instructed and charged additionally

### **8.3. The Floor Sanding Process**

8.3.1. It is the Client's responsibility to ensure rooms are completely empty of furniture and persons at the start of work. All effects that might be damaged by the process of sanding or from dust (books, paintings, etc.) should be removed from the work areas. A furniture removal service is available as an extra, and please advise the company if this is required;

## Terms and Conditions for Wood Floor Sanding & Refinishing

8.3.2. If rooms are not left empty, the Company cannot be held liable for any damage that occurs due to the moving of furniture, and/or guarantee a completely uniform finish;

8.3.3. The sanding process to be used is materially (estimated at 95%) dust-free. Small amounts of fine dust will however be produced. Where it is necessary to use hand sanders (such as upon stairs, small landings, corner areas, etc.) or make repairs this may increase the amount of dust produced by the work.

The

Company shall not be responsible for any damage caused by dust emanating from the work;

8.3.4. Although reasonable care will be exercised by the Company, due to nature of machine and staining / finishing work, decoration and skirting may be liable to marking. The Company cannot be held responsible for this nor the cost of redecoration of the skirting boards.

8.3.5. Stairs sanding includes sanding/sealing of flats and risers only. Sides, poles and handrails will be treated as an extra if not specifically provided for by the quotation.

### 8.4. Colouring/Staining

8.4.1. Colour samples are a small representation, and there will be slight colour or shade variation when applied over a larger area.

8.4.2. Once colour stain has been agreed, verbally or otherwise, any changes after the staining process has been started will be chargeable as an extra.

8.4.3. It is the Client's responsibility to check colour at moment of application. Any recolouring will be chargeable as an extra.

8.4.4. Due to nature of stain application technique, skirting may be marked during colouring. The Company cannot be held liable for any marking or redecoration required as a result.

8.4.5. Complete uniformity is not always possible when colouring and finishing a floor by hand. The Company shall have no responsibility in respect of the same.

### 8.5. Sealing & Maintenance

8.5.1. The Company provides three coats of lacquer ( to include a Primer or Stain where applicable) or two coats of oil/hard wax (depending on the Client's choice) as standard. Additional coats are available at extra cost;

8.5.2. Whilst the Company will exercise reasonable skill and care, hand applied seals may not show complete uniformity. Recoating at the Client's request will be chargeable as an extra;

## Terms and Conditions for Wood Floor Sanding & Refinishing

8.5.3. Seal longevity is dependent on traffic conditions/usage and upon standard of maintenance implemented by the Client;

8.5.4. All floor seals are designed for “wear resistance” and not “impact”. The impact resistance depends on the density of the wooden floor itself, but can be increased by using Junckers High Performance lacquer. Such lacquer will be charged as an extra if not included within the quotation;

8.5.5 We recommend maintaining floor with professional maintenance products only (such as Junckers , Bona or Osmo);

8.5.6. Professional maintenance programmes are available to be provided by the Company as an extra. Please ask if this is required;

8.5.7. Lacquers are generally touch dry in 1-2 hours, oils – in 6-8 hours (the duration of drying time may vary depending on the manufacturer and the weather conditions). It is the Client’s responsibility to make arrangements as necessary so as to avoid contact or other interference with seals during curing time;

8.5.8. Lacquers require 3-7 days curing time and should be protected whilst curing (and in particular not exposed to heavy foot traffic or being covered by anything like plastic sheets, rugs or any floor covers);

8.5.9. Floors should not be covered, nor furniture replaced, until curing process is complete. The Company cannot be held liable for marking to floors after job is complete and once accepted by the Client;

8.5.10. It is not the responsibility of the Company to protect floors after completion of work on site;

8.5.11. The Company reserves the right at its reasonable discretion to change the job specification on site as may be reasonably necessary in order to provide the most appropriate or suitable finish for the floor.

### **8.6. Hours of Work**

8.6.1 Where possible, hours of work will be 10am-4pm, Monday to Friday. However, due to the nature of sealing process, staff may have to make site visits at any time.

### **8.7. Rubbish Removal and Disposal**

8.7.1. Rubbish (including but not limited to saw dust produced in the process of sanding the floors at the Premises, removed damaged and replaced floorboards and timber pieces, carpets, floor covers and underlay’s etc.), removal is NOT included in work price unless otherwise stated. To arrange for removal of the same the Company will make an extra charge;

8.7.2 The Company does not itself provide the service of rubbish disposal.



## Terms and Conditions for Wood Floor Sanding & Refinishing

### 9. POSTPONEMENT AND ACCESS

9.1. The Client may postpone the start date of any work by giving at least 48 hours prior written notice to the company.

9.2. The Company reserves the right to charge of £100.00 in the event that the start date of the work is postponed by the Client.

9.3. The Client will provide reasonable access to the workers to the Premises and will (in so far as the Client may grant the same) provide reasonable loading/unloading facilities and also reasonable routes for the transportation of any plant, equipment and materials to relevant working areas.

9.4 If the Client requests keys to be collected by the Company from another site a reasonable distance away from the Premises then a £30.00 charge will apply. The charge will cover only the pickup of keys. If said keys

need to be returned back to the pickup address or any other address, another charge of £30.00 will apply.

The Company may charge a reasonable sum of more than £30.00 if the address where the keys are to be picked up from or to be returned is located some distance away from the Premises.

9.5 To assist, the Workers may in their discretion move small items of furniture on site. Such assistance may however not be provided including upon considerations of Health and Safety of the workers.

Furniture

requiring more than one person to move will not be moved by the workers on site. Such assistance may however not be provided including upon considerations of Health and Safety of the Workers. Furniture requiring more than one person to move will not be moved by the Workers.

9.6 The Client shall be responsible for ensuring that where reasonably required or necessary a representative of the Client with relevant authority will be present on the Site during the carrying out of the work. – especially on completion in order for the works to be checked and received.

### 10. COMPLAINTS PROCEDURE

10.1. Any complaints should be made or confirmed to the Company in writing.

10.2. The Booking Agent and/or the Company will investigate any complaint and attempt to resolve the matter to the satisfaction of the Client.

10.3. The Client agrees to allow the Company to return to site and to remedy at the Company's own cost and expense any defects or other remedial work which the Client may advise to the Company and which

## Terms and Conditions for Wood Floor Sanding & Refinishing

the Company decides to undertake (which will be without any acceptance any legal responsibility on its part).

### 11. TIME FOR COMPLETION OF WORK

11.1 Any time or date provided for the completion of the work shall be an estimate only and the only obligation of the Company is to use its reasonable endeavours to complete the work within any estimated time or date of completion.

11.2 The Company shall not have any responsibility if the work is delayed and/or completed late due to any circumstances beyond the Company's reasonable control, such as (but not limited to) inclement weather, staff sickness, default on the part of any subcontractor, transport disruption, non-delivery and/or non availability and/or disruption of supply of material or other required items, the breakdown of any plant or equipment, or power cuts or the failure of the power or water supply at the Premises.

11.3 Without prejudice to Clause 11.2, the Company shall not be liable to pay any compensation in the event of the start date of the work requiring to be rescheduled due to any circumstances beyond the Company's reasonable control.

11.4 The Company shall also have no liability to pay compensation in the event of any workers arriving late at the Premises. The Company will instruct the workers to arrive on time but sometimes due to transport related and other problems which are beyond the Company's control, the workers may arrive with a delay.

11.5 The duration of the works estimated in the quotation is based on the assumption that a one-man team will be assigned – the time might vary / shorten significantly dependent on the number of team members available to start any project. Any estimated duration is to be taken as a rough guide

### 12. EXCLUSION / LIMITATION OF LIABILITY

12.1 The Company shall not be responsible for any indirect or consequential loss and/or for any loss of profits on the part of the Client resulting from any breach of contract on the part of the Company.

12.2 Without prejudice to clause 12.1 above, the liability of the Company for any breach of contract shall be limited to 2 x the price to be paid by the Client for the relevant work to be carried out under the Contract.

12.3 The limitation of liability under Clauses 12.1 and 12.2 above shall not apply to any liability for which it is not legally possible for the Company to contract out of, to include in respect of any claims for personal injury and/or for fraud.

## Terms and Conditions for Wood Floor Sanding & Refinishing

12.4. Whilst the Company will make every effort not to break items, accidents do happen. Identical replacement may not be possible. For this specific reason, the Company requests all irreplaceable fragile or valuable items be safely stored away from relevant work areas. The Company does not accept responsibility for any accidental damage to such items which are not so removed from the work area.

12.5. Without prejudice to clause 11.5 above, in case of any damage to Client's property, the Client agrees to permit the Company (if the Company shall so require)( and without any acceptance of any liability on the part of the Company) at its own cost and expense to repair or replace the property in question (with any replacement to be with a reasonable substitute), and the Client will provide reasonable access for this purpose.

12.6 The Company shall not be liable for a non satisfactory result from the work due to the Client, a third party and/or any animals walking on freshly sealed floors.

12.7. Without prejudice to the other exclusions, the Company shall not be liable for any accidental damage to any items of property worth £50.00 or less.

12.8 Without prejudice to the other exclusions, the Company shall not be responsible for any accidental damage to the Premises which shall cost less than £75 to remedy.

12.9. The Company shall not be liable for accidentally punching or nailing a water or gas pipe, whose location was not reasonably known to the workers.

12.10 Each sub-clause in this condition 12 shall be separate and independent from each other. In the event that any sub clause shall be declared invalid by a Court of competent jurisdiction this shall not affect the operation of any other sub clause of this condition 12.

### 14. DATA PROTECTION

13.1 The company reserves the right to record all incoming and outgoing phone conversations for quality control, record keeping and back-referral for any inquiries or investigations.

### 14. SUPPLEMENTARY TERMS

14.1 The provisions of this Contract are not intended to confer any benefit upon Third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999, are hereby expressly excluded from this Agreement

14.2. The company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. It may add to or alter these Terms and Conditions from time to time and

## Terms and Conditions for Wood Floor Sanding & Refinishing

any alterations or additions will apply to new business but not to existing contracts, and will be posted upon the companies ' website.

14.3 All notices under the Contract are to be made or confirmed in writing. Notices may be served upon the last known home or business address of the party to be served. Notices may be served by post, e-mail, webmail, fax, or by any other reasonable method. Notices served by post (which are not returned by the post office) shall be deemed to have been served in the ordinary course of post, which in case of a United Kingdom address shall be 2 working days after the date of posting.

### 15. OUR INSURANCE – YOUR PEACE OF MIND

15.1. Any work undertaken by the Company is covered by a Public Liability Insurance and Employers Liability Insurance.

### 16. CHOICE OF LAW

16.1 The Contract shall be governed and construed in accordance with English Law and any dispute shall be subject to the nonexclusive jurisdiction of the English Court.



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