

Terms of Business of David Ryther t/a 1st Call Services

For the purposes of these Terms of Business (hereinafter, “Terms”), “us” or “we” shall refer to David Ryther t/a 1st Call Services and “you” shall refer to you, our customer. You have requested that we undertake certain works for you and, by allowing us to proceed with those works, you are indicating your agreement to the Terms set out below.

1. Estimate

The value of the estimate is what we expect to charge you for the works, based on our initial discussions. In the event of unforeseen circumstances or unexpected issues arising, it may be necessary to review the original price and provide you with a new estimate. You have the right to accept or decline the revised price.

2. Written Quotation

The written quotation follows the estimate and is the final price for the works discussed, including labour and materials, additional costs including expenses (if any) and tax. Any subsequent variation to the works (including, without limitation, if you change the scope or if unforeseen circumstances or unexpected issues arise) will likely result in a new or revised written quotation. You have the right to accept or decline the new quotation. Should you choose to decline, all works will cease and, on receipt of our invoice, you must pay in full for all works already completed in accordance with the original quotation.

3. Client Obligations

- (i) if you and we agree that you will be responsible for providing the measurements for some or all of the materials and/or products needed for the works, you alone will bear the cost of replacing the said materials and/or products in the event the measurements are incorrect;
- (ii) if you and we agree that you will be responsible for providing some or all of the materials and/or products needed for the works, you alone will bear the cost of replacement in the event the said materials and/or products turn out to be faulty and/or unsuitable;
- (iii) you will inform us, prior to the works commencing, of any hazards or potential hazards known or suspected in or around the premises where the works are due to be carried out;
- (iv) you will grant us access to the premises where the works are to be carried out and will ensure that all necessary consents, permissions and licences, if any, have been obtained in advance of the works commencing;
- (v) you will ensure the safe and secure storage of any materials and/or equipment left (with your permission) at the premises during the works, and will be accountable to us for any loss of or damage to such materials and/or equipment;
- (vi) without prejudice to 4(i) and 4(iii) below, you will (unless included as part of the quotation) be responsible for any necessary improvements to and/or redecorating of the premises following the completion of the works.

4. Supplier Obligations

- (i) we will undertake the works with all due care, skill and diligence, will complete the works within a reasonable timeframe, and will ensure that we comply at all times with all applicable laws and regulations;
- (ii) we will supply materials and/or products needed for the works (if any) that are of high quality and, without prejudice to 3(i) above, will take full responsibility for replacing any materials and/or products that prove to be faulty or substandard;
- (iii) we will take good care of your property, furnishings and wall coverings and, on completion of the works, will remove any resulting waste material;
- (iv) we will supply one or more, as necessary, of our dedicated team to undertake the works for you. Unless agreed otherwise, the person(s) supplied will be at our discretion and may or may not be the same as the person(s) who provided you with the original estimate and/or quote;
- (v) we confirm that we hold, and will continue to hold, a valid and current Public Liability Insurance Policy and, where relevant, Employers Liability Insurance Policy.

5. Materials and Products

For the avoidance of doubt, all materials and/or products supplied and delivered to you during the course of the works shall remain the property of David Ryther t/a 1st Call Services until such time as the works have been paid for in full by you, following receipt of our invoice. Title to such materials and/or products will transfer to you only when full payment has been received by us.

6. Force Majeure

Neither party shall be held liable for any delay or failure in fulfilling their obligations under these Terms where such delay or failure results from circumstances beyond that party's control (including, but not limited to, an act of God, fire, act of government or state, prevention from or hindrance in obtaining any raw materials, energy or other supplies, industrial action or labour disputes of whatever nature, and any other reason beyond the control of that party).

7. Cancellation

Should you wish to cancel the contract between us in respect of the works, you have (in accordance with the provisions of the Consumer Contract Regulations 2013) fourteen (14) days in which to do so following your acceptance of our quotation. You are obligated to pay for any services provided to you during this 14-day cancellation period, if any.

8. Payments

Full payment terms (including, where relevant, interval payments to be made by you) are as set out in the applicable quotation. For the avoidance of doubt, you agree to settle any undisputed invoice in full within [7] days of receipt and you further agree to pay us interest at a rate of [2]% above the Bank of England base rate on any payments not settled in accordance with these Terms and the terms of the applicable quotation.

9. Complaints

We hope and expect that you will have no cause to complain about any aspect of our service. If, however, there is anything at any point that does not meet your expectations, please do not hesitate to let us know and we will do our utmost to make things right.

Thank you for your business! We very much look forward to working with you.