



Terms & Conditions of Business (Business Customer)

These Terms and Conditions shall apply to the provision of building services by Pro Woodwork Installations Limited (“the Trader”) to business customers that require their services.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means the contract into which the Parties will enter on the Customer’s acceptance of the Estimate and of these Terms and Conditions which shall incorporate, and be subject to, these Terms and Conditions ;
“Agreed Date”	means the date on which the provision of the Services will commence as agreed by the Parties.
“Agreed Times”	means the times which the Parties shall agree upon during which the Trader shall have access to the Property to render the Services;
“Business Days”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Customer”	means the individual or business that requires the Services subject to these Terms and Conditions and the Agreement;

“Final Fee”	means the total of all sums payable which shall be shown on the invoice issued in accordance with Clause 4 of these Terms and Conditions.
“Job”	means the complete rendering of the Services;
“Order”	means the Customer’s initial request to acquire the Services from the Trader as set out in Clause 2 of these Terms and Conditions;
“Property”	means the Customer’s property or premises, as detailed in the Order and the Agreement, at which the Services are to be rendered;
“Estimate”	means a Estimate detailing proposed fees and services supplied to the Customer in accordance with Clause 2 of these Terms and Conditions;
“Quoted Fee”	means the Fee which will be quoted to the Customer following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
“Services”	means the building services provided by the Trader as detailed in Clause 5 of these Terms and Conditions;
“Visit”	means any occasion, on which the Trader shall visit the Property to render the Services; and
“Work Area”	means the part of the Property within which the Services are to be rendered.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to these Terms and Conditions;
 - 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.6 a "Party" or the "Parties" refer to the parties to the Agreement.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. **Orders**

2.1 The Trader accepts enquiries for his Services through Telephone, Email and Website.

2.2 When placing an Enquiry the Customer shall set out, in detail, the Services required.

2.3 Once the enquiry is complete and submitted the Trader will complete a site visit (if necessary) and prepare a Estimate sending it to You either by email The Estimate will set out the required Deposit and fee (see Clauses 3 and 4).The Customer shall be free to make changes to the Estimate prior to acceptance. The Customer may accept the Estimate by telephone, email or first-class post.

3. **Deposit**

3.1 At the time of accepting the Estimate or not more than 7 Days thereafter the Customer shall be required to pay a Deposit to the Trader. The Deposit shall be 50% of the Estimate Value. Orders shall not be deemed confirmed until the Deposit is paid in full.

3.2 Subject to the provisions of Clause 9 the Deposit shall be non-refundable.

4. **Fees and Payment**

4.1 The Quoted Fee shall include the price payable for the Services and for the estimated sundry parts and other products required.

4.2 The Trader shall use all reasonable endeavours to use only the sundry parts and other products required (and quantities thereof) set out in the Estimate and the Agreement; however if additional sundry parts and other products required are required the Final Fee shall be adjusted to reflect this. Any such increases shall be kept to a minimum.

4.3 In the event that the prices of sundry parts and other products required or services increase during the period between the Customer's acceptance of the Estimate and the commencement of the Services, the Trader shall inform the Customer of such increase and of any difference in the Final Fee.

4.4 The Trader shall invoice the Customer when the provision of the Services is complete.

4.5 All invoices must be paid within 7 Days of receipt by the Customer.

4.6 Any sums which remain unpaid following the expiry of the time period set out in sub-Clause 4.5 shall incur interest on a daily basis at 8% above the base rate of Bank of England obtaining at the time.

5. **Services**

5.1 Prior to the start of the Job the Trader shall carry out a full inspection of

the Property in order to ensure that the agreed Services are appropriate for the Property, practical and can be rendered safely.

- 5.2 The Services shall be rendered in accordance with the specification set out in the accepted Estimate.
- 5.3 The Trader may provide sketches, plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 5.4 The Trader shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best trade practice.
- 5.5 The Trader will use reasonable endeavours to ensure that the Products used match those chosen by the client and are consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the same Products as a result of differences between photographs, catalogues and other materials, and the Products themselves, or as a result of minor technical changes which will not impact your use of the Product in question. Product packaging may also vary. If different Products are required due to non-availability, The Trader will not supply them without consulting with the client first, in advance of the Job. If the client does not wish to accept the alternative Products, they may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.
- 5.6 The Trader shall ensure that all products, parts, materials and other goods used in rendering the Services are in compliance with any relevant standards and are free of defects at the time of use.
- 5.7 The Trader shall ensure that he complies with any and all relevant codes of practice.
- 5.8 The Trader shall properly dispose of all waste that results from his rendering of the Services.
- 5.9 If any damage is done by the Trader during the course of the Job the Trader shall make good that damage prior to completing the Job.
- 5.10 Time shall not be of the essence in the rendering of the Services under these Terms and Conditions or under the Agreement.
- 5.11 Where a Job is to last for more than one working day, the Trader will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to the client's use and enjoyment of the Property while work is being carried out. They will wherever possible store all tools and materials only in the Work Area or remove them from the Property at the end of each working day. They are not responsible for any internet disconnection due to installation.
- 5.12 Upon the completion of the project the Trader would like to use photographs of the work undertaken on the Customer's property from commencement to conclusion on social media platforms and advertising. Unless the Customer specifically advises otherwise, we have your consent to do this.

6. Defects

- 6.1 Under no circumstances will the Trader be responsible for any defects

which result from the work of third-party Contractors over which he has no control.

7. Customer's Obligations

- 7.1 If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.
- 7.2 If any party wall agreements are required in order for the Services to be rendered, it shall be the Customer's responsibility to enter into those agreements prior to the start of the Job.
- 7.3 Should any work need to be completed, prior to the Trader commencing installation, these must be completed by a competent and qualified technician. Any recommendations of other trades are just that – the Trader has no affiliation to these.
- 7.4 The Customer shall ensure that the Trader can access the Property at the Agreed Times to render the Services with a clear and safe workspace or access to be provided.
- 7.5 The Customer shall have the option of giving the Trader a set of keys to the Property or being present at the Agreed Times to give the Trader access. The Trader warrants that all keys shall be kept safely and securely.
- 7.6 The Customer shall ensure that the Trader has access to electrical outlets (240v power supply) and a supply of hot and cold running water and toilet facilities.
- 7.7 The Customer shall ensure that the Work Area is kept clear of furniture, fixtures and fittings and out of use for the duration of the Job unless otherwise directed by the Trader. Carpets are to be moved from the work area where applicable and are not recut after Installation is complete. The Trader is not responsible for the moving of furniture to allow completion of the Installation.
- 7.8 If the Customer does access the Work Area at any time during the course of the Job they must observe all relevant health and safety rules and must comply with any additional instructions given to them by the Trader. This includes, but is not limited to, no children/pets near when working, shoes must not be removed when working. Any tools or furniture left on site are not to be touched.
- 7.9 It is the Customer's responsibility to seal/paint any doors in a timely manner unless stated. The Trader is not responsible for movement if this is not completed. For any floating shelving units, the recommended weight load is between 5-7kg.
- 7.10 The Customer must give the Trader at least 48 hours notice if the Trader will be unable to provide the Services on a particular day or at a particular time. The Trader will not invoice for cancelled Visits provided such notice is given. If less than 48 hours notice is given the Trader shall invoice the Customer at his normal rate.
- 7.11 Unless redecoration following completion of building work forms an agreed part of the Services, any such work (or the making of

arrangements therefor) shall be the Customer's responsibility.

8. **Liability, Indemnity and Insurance**

- 8.1 The Trader shall ensure that he has in place at all times suitable and valid insurance which shall include public liability insurance.
- 8.2 The Trader's total liability for any loss or damage caused as a result of its negligence or breach of these Terms and Conditions or of the Agreement shall be limited to the value of the products and services provided under this Agreement.
- 8.3 The Trader is not liable for any loss or damage suffered by the Customer which results from the Customer's failure to follow any instructions given by the Trader.
- 8.4 Nothing in these Terms and Conditions shall limit or exclude the Trader's liability for death or personal injury.
- 8.5 The Trader shall indemnify the Customer against any costs, liability, damages, loss, claims or proceedings arising out of the Trader's rendering of the Services or any breach of these Terms and Conditions.
- 8.6 The Customer shall indemnify the Trader against any costs, liability, damages, loss, claims or proceedings arising out of the Customer's failure to meet any of its obligations or any other breach of these Terms and Conditions.

9. **Guarantee**

- 9.1 The Trader guarantees that the product of all Services provided shall be free from any and all defects for a period of 12 months following completion of the Job.
- 9.2 If any defects in the product of the Services appear during the guarantee period set out in sub-Clause 9.1 the Trader shall rectify any and all such defects at no cost to the Customer.

10. **Data Protection**

The Trader will only use the Customer's personal information as set out in the Trader's Privacy Notice available on trader's website, <https://www.pwilimited.co.uk>.

11. **Confidentiality**

- 11.1 Except as provided by sub-Clause 11.2 or as authorised in writing by the other Party, each Party shall, at all times during the continuance of the Agreement and for 3 years after its termination:
 - 11.1.1 keep confidential all Confidential Information;
 - 11.1.2 not disclose any Confidential Information to any other party;
 - 11.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;

11.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

11.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 11.1.1 to 11.1.4 above.

11.2 Either Party may:

11.2.1 disclose any Confidential Information to:

11.2.1.1 any sub-contractor or supplier of that Party;

11.2.1.2 any governmental or other authority or regulatory body; or

11.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 11.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 12, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

11.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

11.3 The provisions of this Clause 11 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

12. **Force Majeure**

12.1 No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

12.2 In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of force majeure for a continuous period of 2 Months, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

13. Termination

- 13.1 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
 - 13.1.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 5 Business Days of the due date for payment;
 - 13.1.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 10 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 13.1.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 13.1.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 13.1.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
 - 13.1.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 13.1.7 that other Party ceases, or threatens to cease, to carry on business; or
 - 13.1.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 14, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 13.2 For the purposes of sub-Clause 13.1.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 13.3 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

14. Effects of Termination

Upon the termination of the Agreement for any reason:

- 14.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 14.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

- 14.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which exist at or before the date of termination;
- 14.4 subject as provided in this Clause 14 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 14.5 each Party shall (except to the extent referred to in Clause 12) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

15. No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

16. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

17. Costs

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

18. Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

19. Assignment and Sub-Contracting

- 19.1 Subject to sub-Clause 20.2 The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.
- 19.2 The Trader shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or

sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Trader.

20. Time

20.1 The Parties agree that the times and dates referred to in the Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.

21. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

22. Third Party Rights

No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

23. Notices

23.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

23.2 Notices shall be deemed to have been duly given:

23.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

23.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

23.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

23.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

24. Entire Agreement

24.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

24.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or

other terms implied by statute or common law are excluded to the fullest extent permitted by law.

25. Counterparts

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

26. Severance

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

27. Dispute Resolution

27.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

27.2 If negotiations under sub-Clause 28.1 do not resolve the matter within 21 Days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.

27.3 If the ADR procedure under sub-Clause 28.2 does not resolve the matter within 2 Months of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

27.4 The seat of the arbitration under sub-Clause 28.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

27.5 Nothing in this Clause 28 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

27.6 The decision and outcome of the final method of dispute resolution under this Clause 28 shall be final and binding on both Parties.

28. Law and Jurisdiction

28.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the

laws of England and Wales.

- 28.2 Subject to the provisions of Clause 28, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.