

TERMS AND CONDITIONS OF TRADING FOR PARKERFIX.

- 1. An estimate is binding only as an offer to do the work at the price named, provided the offer is accepted.
- 2. Except as expressly agreed, Parkerfix shall provide all labour, materials and equipment necessary for the proper execution of the work. All reasonable care will be taken in the use and fixing of any materials or goods supplied by the customer, but, in such circumstances, no responsibility for their suitability, or for damage to or caused by them during fixing is accepted.
- 3. Sound materials suitable for their respective purposes will be used but are supplied subject to any condition of sale attached thereto by the manufacturers or suppliers so far as such conditions are not inconsistent with these terms and conditions of trading. In the event of any materials proving faulty, Parkerfix liability for making good may be limited to such amount as may be recovered from the manufacturer or supplier.
- 4. The words 'provisional sum' where used in the estimate indicates the amount included therein to cover a specific item of work, and the sum is subject to substitution of the actual cost.
- 5. The value of any variations to work included in the estimate ordered and authorized by the customer, whether in addition, by omission or by substitution, should wherever practicable, be agreed before the variation is carried out. The value of any such variation shall be added or deducted from the price stated in the estimate. No variation shall vitiate the contract. Any variation will be carried out expressly subject to these conditions.
- 6. All existing materials removed as waste generated remains the property of the owner. Agreement and/or arrangements will be made to dispose of refuse utilising local collection or registered waste disposal services such as a hippo bags or a refuse skip. In these instances, prior agreement will be sought with the customer. Costs incurred for waste disposal will be the responsibility of the customer and will be included in estimates. Where works are likely to generate hazardous waste (for example asbestos) customers will be informed and appropriate measures taken for the disposal of any waste generated. NB: please note that on occasions hazardous materials may be discovered during works, if this occurs customers will be notified.
- 7. Unless specifically mentioned, no provision is made for the building structure after removal of surface finishes repair of plastering beneath papered walls or tiled surfaces, as it is assumed that such plastering is in good condition and is suitable to take treatment specified. Similarly, the costs of the repairs and renewals of any defects which are not visible at the time of estimating will be chargeable, unless allowance for such items is specifically included in the estimate.
- 8. Irrespective of Parkerfix public liability insurance, the customer should inform his insurer that building works are to be carried out on the property and satisfy himself that he is adequately covered by insurance. Unless expressly agreed, Parkerfix is not liable for the loss of or damage to the works, materials on site or any property of the customer, unless the same is caused by negligence, or breach of contract by Parkerfix.



- 9. Parkerfix shall at our own cost rectify any faults or defects that shall appear within the stated and agreed defects liability period of the completion of the works and which are due to materials and workmanship not in accordance with these terms and conditions, so long as written notice of such faults or defects shall be given by the customer to Parkerfix within a reasonable period of the expiration of the aforesaid period. Cracks due to the normal movement or drying out of timber, plaster etc. will not be accepted as defects. The maximum period of defects liability will not exceed 12 months from practical completion of the works.
- 10. It is assumed that the customer will remove their property from the working area, unless provision is made to the contrary in the estimate, or by agreement. Failure to move agreed items will be in breach of the contract and as such the work will be stopped until the work area is clear and may incur additional costs and time delays.
- 11. Invoices are due for payment upon completion of the work. Interim stage payments to the value of the work carried out may be agreed.
- 12. Where required, Parkerfix shall agree working areas and as such these areas will be out of bounds to other occupiers of the building on the grounds of health & safety, access to these areas will only be permitted through contacting the appropriate person in charge and ensuring all on site safety requirements are complied with, safety clothing and PPE should be worn at all times.
- 13. Parkerfix reserve the right to charge interest for any outstanding invoices not paid within the agreed period. the interest charged shall be 5% (8% for services provided to businesses) above bank base rate and any interest payable will be calculated daily, where the client disputes the invoice or any part thereof only the disputed value of that item can be held by the client all other monies due within the invoice shall still be due for payment on the agreed date.
- 18. Should the client decide to change the requirements during the construction period any delays caused or experienced by this cannot be held as the fault of Parkerfix, and Parkerfix will not accept any financial penalty as a result.
- 19. Should the above delays cause loss to Parkerfix we reserve the right to recover these costs from the client and will detail these in our final account.
- 20. GDPR Please note: Like many businesses, Parkerfix maintains a customer list with customers contact details. Should you require us to delete any name(s), addresses or contact details held, please request by email (info@parkerfix.com) asking for your contact data to be deleted. (GDPR General Data Protection Regulations).

Parkerfix also collects data via our payment card provider, our bank account (from payments received) and our business management software, all of which conform to GDPR regulations.