

# GRAY & AMOR LTD.

## CARPENTRY & PROPERTY RENOVATION

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### GRAY & AMOR LTD. TERMS AND CONDITIONS

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#### BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of building services by Gray & Amor Limited ("the Trader") to customers who require building services to be provided at their home. Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

#### 1. Definitions and Interpretation

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

<b>"Agreed Times"</b>	means the times which You and We agree for the Builder to have access to the Property to complete the Job as specified in the Order Form;
<b>"Agreement"</b>	means the contract into which You and We will enter if You sign and return the Order Form. The Agreement will incorporate, and be subject to, these Terms and Conditions;
<b>"Builder"</b>	means Us or Our employee who will be responsible for providing the Building Services;
<b>"Building Services"</b>	means the building services We will provide as specified in the Order Form;
<b>"Business"</b>	means any business, trade, craft or profession carried on by You or any other person or organisation;
<b>"Consumer"</b>	means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Building Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>"Deposit"</b>	means the deposit You may be required to pay in accordance with Clause 5;
<b>"Estimate"</b>	means the estimate of the Final Fee We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge. The Estimate may change in accordance with Clause 4
<b>"Final Fee"</b>	means the total of all sums You must pay which will be shown on the invoice issued in accordance with Clause 6 of these Terms and Conditions.
<b>"Job"</b>	means the complete performance of the Building Services;
<b>"Order"</b>	means Your initial request for Us to provide the Building Services as set out in Clause 4;
<b>"Order Form"</b>	means the form given to you with these Terms and Conditions
<b>"Products"</b>	means the products required for the provision of the Building Services which We will supply (if any) as specified in the Order Form;
<b>"Property"</b>	means Your property, as detailed in the Order Form, at which the Job is to take place;
<b>"Start Date"</b>	means the date You and We agree on for Us to start providing the Building Services as specified in the Order Form;

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<b>“Visit”</b>	means any occasion, scheduled or otherwise, on which the Builder visits the Property to provide the Building Services;
<b>“We/Us/Our”</b>	means the Trader and includes all employees, agents and sub-contractors of the Trader;
<b>“Work Area”</b>	means the part of the Property where the Building Services are to be provided;
<b>“You/Your”</b>	means a Consumer who is a customer of the Trader.

- 1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include any other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

## 2. Information about Us

- 2.1 We are a private limited company.
- 2.2 We are registered in England and Wales under number 12505225.
- 2.3 Our registered office is at 21 Whistley Road, Potterne, Devizes, Wiltshire, England, SN10 5QY.

## 3. Communication and Contact Details

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by email at [info@grayandamor.co.uk](mailto:info@grayandamor.co.uk) whereupon we can arrange a telephone call if you require this.
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
  - 3.2.1 contact Us by email at [info@grayandamor.co.uk](mailto:info@grayandamor.co.uk); or
- 3.3 contact Us by post at Gray & Amor Ltd, 21 Whistley Road, Potterne, Devizes, Wiltshire, England, SN10 5QY.

## 4. Orders

- 4.1 We accept orders for Building Services via email at [info@grayandamor.co.uk](mailto:info@grayandamor.co.uk) or via telephone during normal business hours on 01380 587006
- 4.2 When placing an Order You should complete the attached Order Form by setting out in detail the Building Services required where provided for on the Order Form.
- 4.3 Once the Order Form has been submitted to Us by You and We have had an opportunity to visit and inspect the Property We will complete the Order Form and include an Estimate. The completed Order Form will be sent to You either by email or post. The Estimate will set out the required Deposit (if applicable) and fee (see Clauses 5 and 6).

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- 4.4 If We cannot accept your Order We will inform you of this in writing.
- 4.5 You may make changes to the Order Form before entering into the Agreement.
- 4.6 You may accept an Estimate by signing and dating a copy of the Order Form and returning it to Us within 21 days after the date We issue the Order Form.
- 4.7 When (but not before) You have returned the Order Form, signed and dated, and You have paid the Deposit, a legally binding contract between You and Us will be created for Us to provide the Building Services and for You to pay for them.
- 4.8 If you wish to change your Order after accepting the Estimate, please contact Us and We will tell you whether or not the change can be accommodated, along with any changes to the fees payable as a result. If we cannot accommodate the changes or the changes to the fees or other matters are not acceptable to you, you may cancel the Agreement in accordance with Clause 13 and/or 14.

### 5. **Deposit**

- 5.1 At the time of accepting the Estimate or not more than 7 calendar days thereafter, depending on the nature of the work and any specialist Products required in advance, You may be required to pay Us a Deposit. The Deposit will be 20% of the Estimate. We will not confirm an Order until the Deposit is paid in full.
- 5.2 If you cancel the Building Services, We may retain some or all of the Deposit as set out in Clauses 12, 13 and 14.

### 6. **Fees and Payment**

- 6.1 The Estimate will include the price payable for the Building Services and for the estimated Products required.
- 6.2 We will where reasonably possible use only the Products (and quantities of Products) set out in the Order Form; however, if additional Products are required, We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum, will keep You informed at all times, and will not proceed without your agreement.
- 6.3 If the price of Products or services increases during the period between Your acceptance of the Estimate and the Start Date, We will inform You of the increase and of any difference in the Final Fee. If You do not wish to accept the increase, You may cancel and receive a full refund of all sums paid less any reasonable expenditure incurred by Us which cannot be recovered.
- 6.4 The Estimated Fee and the Final Fee are inclusive of VAT. If the rate of VAT changes We will adjust the amount of VAT that You must pay.
- 6.5 We will invoice You when the Job has been completed.
- 6.6 You must pay any invoice within 7 of receiving it. You will be deemed to have received an invoice 2 business days after it is posted by us to you or where it is sent via email on the day of delivery.
- 6.7 Depending on the nature of the Job it may be deemed necessary to arrange for interim payments of the Final Fee and this will be shown on the completed Order Form
- 6.8 If You do not pay an invoice within 7 days of delivery We may charge You interest on the overdue sum at the rate of 5% per annum above the base rate of HSBC from time to time until payment is made in full. Interest will accrue on a daily basis until the actual date of payment, whether before or after judgment.

### 7. **Building Services**

- 7.1 Before We start the Job We will inspect the Property to check that the Building Services are appropriate for the Property, practical and can be carried out safely.
- 7.2 We will provide the Building Services in accordance with the specification set out in the Order

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Form (as may be amended by agreement between You and Us from time to time).

- 7.3 We 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.
- 7.4 We will use reasonable endeavours to ensure that the Products We use match those chosen by You 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, We will not supply them without consulting with You first, in advance of the Job.
- 7.5 We will ensure that all Products comply with any relevant standards and are in a satisfactory condition at the time of use.
- 7.6 We will ensure that the Building Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 7.7 We will notify You in advance if the work We are doing is likely to affect the Property outside of the Work Area and We will advise You of any remedial work You are likely to have to carry out.
- 7.8 We will ensure that We comply with all relevant codes of practice.
- 7.9 We will ensure that furniture that cannot be reasonably removed from the Work Area, flooring and walls in the Work Area that are not being worked on as part of the Job are suitably covered and protected for the duration of the Job.
- 7.10 We will properly dispose of all waste that results from Our provision of the Building Services.
- 7.11 If We cause any damage during the course of the Job We will repair the damage to a reasonable standard before completing the Job. However, We take no responsibility for any damage to items left in the working area.
- 7.12 If any inspections are required following completion of the Job We will arrange for the inspections to be carried out.
- 7.13 Where a Job is to last for more than one working day, the Builder will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We 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.

### 8. Restraint on dealings with subcontractors

- 8.1 In certain circumstances it may be necessary for Us to arrange sub-contractors to undertake certain elements of the Building Services. By accepting these terms and conditions You hereby accept and agree that:
  - 8.1.1 You shall not for a period of twelve months after introduction by Us to You of any sub-contractor approach such sub-contractor with a view to arranging any contract, works or services with that sub-contractor unless such contract, works or services are invoiced to Gray and Amor Ltd. OR you have express written consent to do so by Us
  - 8.1.2. You shall not for a period of twelve months after introduction by Us to You of any sub-contractor accept any contract works or services from such sub-contractor unless such contract, works or services are invoiced to Gray and Amor Ltd. OR you have express written consent to do so by Us
  - 8.1.3. These restraints are fair, reasonable and necessary to protect the legitimate business interests of Gray and Amor Ltd.

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### 9. **Problems with Our Service**

- 9.1 If the Building Services are not provided to a reasonable standard care and skill, You are entitled to ask Us to repeat or fix the service, or to get a price reduction if this is not possible.
- 9.2 We always use reasonable efforts to ensure that Our provision of the Building Services is trouble-free. If, however, there is a problem with the Building Services We request that You inform Us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Building Services as quickly as is reasonably possible and practical.
- 9.3 We will not charge You for remedying problems under this Clause 8 where the problems have been caused by Our negligence. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work.
- 9.4 As a consumer, You have certain legal rights with respect to the purchase of goods or services. For full details of your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office.

### 10. **Your Obligations**

- 10.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You must obtain them before We begin to provide the Building Services.
- 10.2 If any party wall agreements are needed, You must enter into those agreements before we begin to provide the Building Services.
- 10.3 You will ensure that the Builder can access the Property at the Agreed Times to provide the Building Services.
- 10.4 You may either give the Builder a set of keys to the Property or be present at the Agreed Times to give the Builder access. We will ensure that all keys will be kept safely and securely by the Builder.
- 10.5 You must ensure that the Builder has access to electrical outlets and a supply of hot and cold running water.
- 10.6 You must ensure that the Work Area is kept clear of furniture and other items and out of use for the duration of the Job unless We direct otherwise.
- 10.7 If You do access the Work Area at any time during the course of the Job You must observe all relevant health and safety rules and must comply with any additional instructions the Builder gives You.
- 10.8 Unless redecoration following completion of building work forms an agreed part of the Building Services, You will be responsible for any redecoration required.
- 10.9 If You do not provide the required access to the Property or make it impossible for Us to provide the Building Services by failing to comply with any other provision in this Clause 9, and do not have a good reason for this, We may invoice you for any additional charges incurred as a result.

### 11. **Complaints and Feedback**

- 11.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 11.2 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
  - 11.2.1 In writing, addressed to Gray & Amor Ltd, 21 Whistley Road, Potterne, Devizes, Wiltshire, England, SN10 5QY.
  - 11.2.2 By email, addressed to [info@grayandamor.co.uk](mailto:info@grayandamor.co.uk)

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### 12. **Changing the Start Date**

- 12.1 If You ask Us to change the Start Date:
  - 12.1.1 We will where reasonably possible agree a revised Start Date with You;
  - 12.1.2 If it is not reasonably possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 14).
- 12.2 If We ask You to change the Start Date by a period of more than two weeks, You may either:
  - 12.2.1 agree a revised Start Date with Us; or
  - 12.2.2 terminate the Agreement (see Clause 14).

### 13. **Cancellation of Contract During the Cooling Off Period**

- 13.1 Where the Agreement is not made “on Our premises”, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed and ends at the end of 14 calendar days after the date on which the contract is formed.
- 13.2 If You wish to cancel the Agreement within the cooling off period You should inform Us immediately by a clear statement (e.g. a letter sent by post, fax or email to the postal address, fax number or email address specified in these Terms and Conditions).
- 13.3 If You exercise this right to cancel You will receive a full refund of any amount paid to the Us in respect of the contract.
- 13.4 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 13.5 If the Start Date falls within the cooling off period You must make an express request for provision of the Building Services to begin within the 14 calendar day cooling off period. By making such a request You acknowledge and agree to the following:
  - 13.5.1 If the Job is completed within the 14 calendar day cooling off period, You will lose the right to cancel once the Job is completed;
  - 13.5.2 If You cancel the Agreement after provision of the Building Services has begun You will be required to pay for the Building Services and any Products that cannot be returned to Us supplied up until the point at which You inform Us of Your wish to cancel;
  - 13.5.3 The amount due will be calculated in proportion to the full price of the Building Services and the actual Building Services already provided. Any sums that have already been paid for the Building Services will be refunded, subject to deductions calculated on this basis;
  - 13.5.4 We will process any refund as soon as is reasonably possible and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 13.6 Clause 14 applies to the termination of the Agreement after the 14 calendar day cooling off period has elapsed.

### 14. **Cancellation Outside of the Cooling Off Period**

- 14.1 If You cancel the Job after the 14 calendar day cooling off period has expired (or where it does not apply), We will retain from the Deposit, if applicable, a sum to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit (and/or if no Deposit has been paid), We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.
- 14.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required



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personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

### 15. **Termination**

- 15.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:
  - 15.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 28 days of You asking Us in writing to do so;
  - 15.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;
  - 15.1.3 It has not been reasonably possible to agree a revised Start Date or You elect to terminate the Agreement under Clause 11.
- 15.2 We may terminate the Agreement with immediate effect by giving You written notice if:
  - 15.2.1 You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.8);
  - 15.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 7 days of Us asking You in writing to do so; or
  - 15.2.3 You and We have been unable to agree a revised Start Date under Clause 11;
  - 15.2.4 You do not provide the Builder with access to the Property or otherwise make it impossible for the Builder to provide the Building Services, and We have been unable to contact You to re-arrange the Building Services under sub-Clause 9.9;
  - 15.2.5 We have been unable to provide the Building Services for more than 4 weeks due to an event outside of Our control (see Clause 16).
- 15.3 For the purposes of this Clause 14 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 15.4 If at the termination date:
  - 15.4.1 You have made any payment to Us (including, but not limited to, the Deposit, where applicable) for any Building Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs We will incur as a result of your breach of the Agreement.
  - 15.4.2 We have provided Building Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

### 16. **Effects of Termination**

- 16.1 If the Agreement is terminated for any reason:
  - 16.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.
  - 16.1.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

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

- 17.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), government-imposed lockdown, epidemic, natural disaster, or any other event that is beyond Our reasonable control .
- 17.2 If any event described under this Clause 16 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 17.2.1 We will inform You as soon as is reasonably possible;
- 17.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
- 17.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Building Services as necessary;
- 17.2.4 You or We may terminate the Agreement (see Clause 14.1.3).

### 18. **Liability**

- 18.1 We will be responsible for any foreseeable loss or damage that You may suffer either as a result of Our breach of these Terms and Conditions or Our negligence. We will not be responsible for any loss or damage that is not reasonably foreseeable.
- 18.2 The extent of Our liability in connection with the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall not exceed the sum of:
- 18.2.1 £5,000,000 for claims relating to public liability; or
- 18.2.2 £250,000 for claims relating to professional negligence
- 18.3 We will maintain suitable and valid insurance including public liability insurance.
- 18.4 We provide Building Services for domestic and private purposes only. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 18.5 We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Building Services.
- 18.6 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Builder.
- 18.7 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.

### 19. **Other Important Terms**

- 19.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 19.2 We may assign Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.



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- 19.3 You may not assign Your obligations and rights under the Agreement without Our express written permission.
- 19.4 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 19.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 19.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.
- 19.7 We may take photographs / media content of Your project to be used as reference for the project file. This content may on occasion be used for marketing purposes by Gray & Amor Ltd. (specific property address and ownership to be anonymous)

## 20. **Law and Jurisdiction**

- 20.1 These Terms and Conditions, the Agreement, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 20.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Agreement, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales, Scotland, or Northern Ireland, as determined by your residency.