

Terms & Conditions Nikolas Persad (Smart Deco)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY - BY USING THE SERVICES OF Nikolas Persad (Smart Deco) YOU ARE ENTERING INTO A CONTRACT AND AGREEING TO THE FOLLOWING TERMS AND CONDITIONS.

'We', 'us' and 'our' means Nikolas Persad (Smart Deco). 'You', 'the client', 'the customer', 'your' means the person who requested our services and enters into this contract.

SECTION 1 - FIXED RATES AND QUOTATIONS

1.1 Contract

The agreed final quote represents a written contract for the exact work to be completed at the price quoted.

- The agreement is made between Nikolas Persad (Smart Deco) and the client. The client is identified as the person who requested the quotation.
- Any agreement made verbally is not covered by the contract unless it has been confirmed in writing by Nikolas Persad (Smart Deco) and accepted by the client.
- The acceptance of the quote, electronically or by any other means signifies a full acceptance and commitment to accept these terms and conditions.
- Please check your quotation carefully.

1.2 Condition of working area

Unless specifically mentioned, no provision is made for the repair of plastering beneath papered walls or ceiling surfaces, quotations given at ground level for external work, as it is assumed that such surfaces are in good condition, and are 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 included in our quotation.

1.3 Cancellation

In the event of cancellation by the client, the client agrees to notify Nikolas Persad (Smart Deco) by email 28 days before the project start date. In the event that Nikolas Persad (Smart Deco) is not notified of the cancellation, the client agrees to pay all of Nikolas Persad's (Smart Deco) administration, lost work, and scheduling costs amounting to no less than 15% of the total project cost.

If the customer elects to cancel our services after we have begun work, the customer agrees to pay all of Nikolas Persad's (Smart Deco) administration, lost work and scheduling costs amounting to no less than 50% of the total project cost.

1.4 Changes to your quote

Any quote or estimate is subject to revision, if a customer makes changes to their property or building after receiving a quote from Nikolas Persad (Smart Deco), customers must let us know of all changes made as soon as possible, so that their quote can be revised. Any changes made without notifying us, may cause a delay in the work until a price has been agreed for any changes.

1.5 Validity period of quotations

Quotes are valid for 28 days from the date of issue.

1.6 Damages and sub-standard workmanship

It is the responsibility of the client:

- To remove valuable and/or fragile items from the areas to be decorated.
- To remove pictures and other items hanging from the wall.
- To remove electrical goods from the areas where works will be carried out.

Assistance can be provided with the repositioning and/or removal of bulky furniture items and goods. We reserve the right to decline to move goods if the condition is at risk of damage to the equipment or the property. We reserve the right to decline to move particularly heavy or bulky items if they present a higher than accepted health and safety risk. Where items cannot be covered or protected, but could easily have been removed, we will request that they are removed before work commences. We cannot be held liable for damage to such items if they are not removed.

Where any doubt exists as to the suitability and or structural soundness of any working platform such as balcony, flat roof etc. the client may be asked to provide professional evidence such as structural engineers report prior to works commencing. Where a roof of any type / style is to be used to gain access for external decoration works Nikolas Persad (Smart Deco) accepts no liability for any damage to have been caused as a result of utilising for access during the works.

In the event of breakage or damage to the property, Nikolas Persad (Smart Deco) will notify the client immediately and set out steps to remedy the situation. Similarly, if at the end of the job the client is dissatisfied with any aspect of the service, they must inform us as soon as possible. Clients must allow Nikolas Persad (Smart Deco) to effect a remedy using our own tradespersons and under no circumstances will we be held liable for the costs of reparations by third parties that we have not expressly agreed to in writing. The client must notify Nikolas Persad (Smart Deco), in writing within 24 hours of an alleged breakage or damage caused.

1.7 Additional work

We are in most cases happy to do small "favours" for our clients over and above our quotations however this is expressly done at your own risk and we will not accept any responsibility for any work undertaken that is not in your written quote, including loss or damage to persons or property.

1.8 Precautions

We will take every possible precaution to ensure that all vulnerable areas and any objects left in the work area are carefully and thoroughly covered and/or masked. However, there will always remain a very small risk of overspill or dust getting past these precautions. In the rare event of overspill, dust or other cosmetic damage, we will endeavour to ensure that it is satisfactorily cleaned.

1.9 Pre-existing damage

We may take photographs of your property at the start of the project. In the unlikely event that we do damage your property, and this is a result of our negligence, you will be covered by our insurance for the full amount. However, claims that we can dispute with photo evidence or written agreement will incur a £50 charge per complaint to cover administration costs.

1.10a Payment of quoted and fixed price work **under 5k**

The client agrees to pay the invoice for completed work within 12 hours of receiving the invoice. In the event that the client is unhappy with the standard of workmanship, they must use the correct complaints procedure as shown in these terms and conditions. All materials purchased for, or on behalf of the client, remain the property of Nikolas Persad (Smart Deco) until payment of the final invoice by the client to Nikolas Persad (Smart Deco). In the event of a dispute, the client agrees to allow access to the property to a representative of Nikolas Persad (Smart Deco) to retrieve all materials that remain the property of the company. We are happy to provide invoices for businesses and individuals. However, payment is due within the time scales as stated in the Terms and Conditions and the amount, unless amended by Nikolas Persad (Smart Deco), is fixed in the quotation. Therefore, the client is liable for payment, regardless of whether an invoice has been received.

1.10b Payment of quoted and fixed price work under works **over 5k (Large Projects)**

2 days before the work is due to start the client must pay 15% of the quoted/fixed price. Further interim payments are to be made fortnightly, Nikolas Persad (Smart Deco) will ensure a 20% balance is left to be paid once works are completed.

The client agrees to pay all invoices within 12 hours of receiving them. In the event that the client is unhappy with the standard of workmanship, they must use the correct complaints procedure as shown in these terms and conditions. All materials purchased for, or on behalf of the client, remain the property of Nikolas Persad (Smart Deco) until payment of the final invoice by the client to Nikolas Persad (Smart Deco). In the event of a dispute, the client agrees to allow access to the property to a representative of Nikolas Persad (Smart Deco) to retrieve all materials that remain the property of the company. We are happy to provide invoices for businesses and individuals. However, payment is due within the time scales as stated in the Terms and Conditions and the amount, unless amended by Nikolas Persad (Smart Deco), is fixed in the quotation. Therefore, the client is liable for payment, regardless of whether an invoice has been received.

1.11 Completion of the project

If Nikolas Persad (Smart Deco) deems it necessary, the client must be available on the last day of the project for consultation and final sign-off for the project. In the event that the client is unavailable, unless otherwise agreed in writing, the client accepts that the project has been completed to their satisfaction and payment in full is due.

1.12 Termination of the contract by Nikolas Persad (Smart Deco).

Nikolas Persad (Smart Deco) will not tolerate aggressive or rude behaviour, racism, nationalism; sexism, homophobia or ageism directed towards any persons on site or tradespersons and reserves the right to terminate the project at any time in this event.

SECTION 2 - PAYMENT

2.1 Payment methods

We accept, Bank transfers for the settlement of your account.

2.2 Payments to tradespersons

All tradesperson working under Nikolas Persad (Smart Deco) are not to receive direct payment, you must pay Nikolas Persad (Smart Deco) directly unless you have agreed with Nikolas Persad (Smart Deco) to pay them directly or you have sourced your own tradespersons to work alongside Nikolas Persad (Smart Deco).

2.3 Unpaid accounts

In the event that Nikolas Persad (Smart Deco) cannot recover any outstanding amounts after a reasonable amount of time, we will employ the services of a debt collection agency. The client accepts that the debt collection agency will increase the outstanding amount to cover their costs - this fee is applied as soon as the debt is passed from us to them and usually amounts to 33% of the cost of the invoice - it is therefore strongly in your interests to settle your invoice as soon as possible to avoid these extra costs. Once the debt passes from us to the debt collection agency, we have no further involvement in the account and cannot reverse the process or any associated fees.