

TERMS AND CONDITIONS

FOR

SUBLIME COATINGS LTD

FOR OUR MACHINE RENDERING, RENDER ONLY AND EWI WORKS

Application and Entire Agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (Services) by Sublime coatings Ltd a company registered in England and Wales under number 09302912 whose registered office is at Coppice House, Halesfield 7, Telford, Shropshire, TF7 4NA (we or us) to the person buying the services (you).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (the Contract) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

Services

7. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services, which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
8. Sublime coatings will do our best to achieve dates and programme of works but please take in to consideration weather as we can only guarantee our works along side with the BBA manufacturers guarantee guidelines if the product is installed correctly and Sublime coatings ltd might have 10 -20 jobs on at any given time and we are trying to keep all customers happy so please be patient as especially in winter months you can loose up to 3 weeks of programmed works, silicone renders need up to 48 hours of guaranteed dry weather to apply as all risks are with Sublime coatings ltd for wash offs etc.,
9. We will use our reasonable endeavors to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
10. Sublime coatings have the right to refuse work for Any reasons in this paragraph, for the guys health and safety, any weather damaged render, rain, wind, sun and frost, wet block work due to heavy downfalls on the previous day or week or no temporary down pipes etc., causing discoloration or patchy rendering or unable to scratch back the next day due to saturation and wash offs on silicone renders, block work out of Tolerance, dental work or brick work or stones set out incorrectly minimum of 15mm to 20mm on scratch renders, no lead work installed, scaffolding issues not signed off or incorrect, any plant or

machinery or vehicles in our way or no where to set up our machine ,no water onsite, if we are stopped by the site management, or for any other reason our guys cannot work, If Sublime coatings ltd are instructed to work verbally or via text message or email and we cant carry out the works as stated above then we have the right to charge our standard rates set out below per tradesman. If we are instructed to work as per programs need to be made on time and the conditions are not correct then we will not be responsible for defected works or poor finishes due to setting times, Temperatures, wet block work or any reason as above as this decision was made by yourselves and was a calculated risk on your behalf. Please note if the weather conditions are incorrect to comply with the pas 2035 and you are pushed on time scales or otherwise wish us to carry out these works then all risks are on your behalf and we will need in writing or via text message to carry out these works .

11. All of these Terms and Conditions apply to the supply of any goods as well as labor only Services unless we specify otherwise.

Your obligations

12. You must obtain any permissions, consents, licenses or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
13. If you do not comply with clause 10, we can terminate the Services.
14. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).
15. If we are instructed to work on any given day and the conditions are incorrect and we apply the render as a verbal agreement or a written one then we will not be liable for defected works

Fees

16. The fees (Fees) for the Services are set out in the quotation and are on a time, materials and per cost per square meter basis. Or Labor only basis.
17. Price agreed for this contract is a labour only basis and a 14 day payment terms basis which invoices to be received every other Wednesday and the bacs payment in to Sublime coatings ltd account same week Friday
- 18.
- 19.
20. If we are held up for any reason on the start day of the instruction to work by yourselves or any working day our hourly rates are in section 18&19.
21. If we are instructed to work and if it's a labour only basis and materials arrive late or not at all or incorrect quantity we will not be liable for any remedial works without being repaid,
22. If we are instructed to work and Sublime coatings cannot achieve this for examples below
23. Any reasons for the guys health and safety, any weather damaged render, rain, wind, sun and frost, wet block work due to heavy downfalls on the previous day or week or no temporary down pipes etc., causing discoloration or patchy rendering or unable to scratch back the next day due to saturation, block work out of tolerance, dental work or brick work or stones set out incorrectly minimum of 15mm to 20mm on scratch renders, no lead work installed, scaffolding issues not signed off or incorrect, any plant or machinery in our way or no where to set up our machine ,no water onsite, if we are stopped by the site management, or for any other reason our guys cannot work
24. Day rate plus vat- labour skilled £36.65 per hour, labour unskilled £27.50 per hour
25. Plant hire and machinery hire and scaffolding will be plus 25%

26. In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c)
27. the cost of any materials required for the provision of the Services.
28. You must pay us for any additional services (extras) provided by us that are not specified in the quotation in accordance with our then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 14 also apply to these additional services.
29. The Fees are inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and amendment

30. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 7 days from the date of the quotation, (unless the quotation has been withdrawn).
31. Please note that a cancelled appointment prior to a start date programme will incur costs of £300 plus vat to cover costing's to Sublime coatings ltd..
32. Under no circumstances can the main contractor take our subcontractors and have them working directly for there company.
33. Either you or we can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
34. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavors to make any required changes and additional costs will be included in the Fees and invoiced to you.
35. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavors to keep any such changes to a minimum.

Payment

36. We will invoice you for payment of the Fees when you have completed the works agreed within the quotation either:
 - a. when we have completed the Services; or
 - b. on the invoice dates set out in the quotation.
37. You must pay the Fees due within 02 Days of the date of our invoice or otherwise in accordance with any credit terms agreed between us. Payment terms agreed are on a running basis 14 days every other Wednesday for payment on same week Friday.
38. We will be paid in 3 stages ,,boarding =1 3rd – Basecoat = 1 3rd – and final top coat remainder 3rd to be paid .
Time for payment shall be of the essence of the Contract.
39. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 4% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
40. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
41. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
42. Receipts for payment will be issued by us only at your request.

43. All payments must be made in British Pounds unless otherwise agreed in writing between us.

Reservation of Title

39. You accept the goods/ material supplied by us are supplied to you on the following basis:
40. Title of the goods/ material will be retained by us until it has received full payment
41. Legal AND beneficial title will be retained by Rendcem (UK) Ltd until payment has been received in full
42. Our goods are kept properly marked and identifiable
43. We have right of access to your/ customers premises at any time to see where our materials/goods are stored or been used
44. We reserve ownership until you have paid for ALL goods/ materials supplied by us to you. In addition, title passes only when you have paid ALL the monies owing to us on our invoices.
45. In the event payment of our invoices are not actioned in time we reserve the right to enter your/ customers premises and remove the goods/ materials that have been supplied to you. On the basis, they have not been paid for and the title of ownership remains with us.
46. You agree to allow us to enter peacefully to remove our goods/ materials on the first day after 14 days from your premises/ customers

Sub-Contracting and assignment

- 47 We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
- 48 You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

Termination

- 49 We can terminate the provision of the Services immediately if you:
- 50 commit a material breach of your obligations under these Terms and Conditions; or
- 51 fail to make pay any amount due under the Contract on the due date for payment; or
- 52 are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
- 53 enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- 54 Convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

Directors Indemnify

- 55 The director(s) of any services supplied to an incorporated limited liability company agrees to personally indemnify our fees in the event of any formal insolvency proceedings such as Creditors Voluntary Liquidation, Company Voluntary Liquidation or Administration

Intellectual property

- 56 We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Liability and indemnity

- 57 Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.
- 58 44. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
- 59 45. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
- a. any indirect, special or consequential loss, damage, costs, or expenses or;
 - b. Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
60. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
61. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Data Protection

- 62 When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
- 63 The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
- 64 For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
- 65 The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
- 66 The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
- 67 The Service Provider shall implement and maintain technical and organizational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
- 68 Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found enclosed with our invoices. For any enquiries or complaints

regarding data privacy, you can contact our Data Protection Officer at the following email address: enquiries@merchantchambers.co.uk.

Circumstances Beyond a Party's Control

- 69 Neither of us is liable for any failure or delay in performing our 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, low temperatures and bad weather, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.
- 70 Occupied houses can you make sure these houses have been vetted out for any mental problems and drug or alcohol related problems prior to works commencing so we are happy of a safe working environment, neighbors properties need to be informed also if they have vehicles on the drive way which could be covered in materials from our working so they can move them or if scaffolding companies can install micro mesh on outer perimeters to help stop debris from entering there premises,

Communications

- 71 All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorized officer of that party).
- 72 Notices shall be deemed to have been duly given:
- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 - c. on the fifth business day following mailing, if mailed by national ordinary mail; or
 - d. on the tenth business day following mailing, if mailed by airmail.
- 73 All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

No waiver

- 74 No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

- 75 If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

- 76 This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.