

Terms & Conditions

THE CLIENTS STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY ANY OF THE PROVISIONS OF THIS AGREEMENT

1 Estimate and Orders

1.1 Garner Robinson Limited("Garner Robnson") will visit the Client's property (the "Property") to carry out a preliminary consultation with the client and, if appropriate, prepare an estimate (the Estimate). The Estimate shall recommend the action to be taken and will be accompanied by these Terms and Conditions.

1.2 Unless otherwise stated, any Estimate issued by Garner Robinson is valid only for 30days from the date thereof.

1.3 If the Client wishes to proceed he/she must return the Acceptance duly signed to confirm his/her agreement to the Estimate and these Terms and Conditions.

1.4 The Estimate shall include a general description of the services to be provided including the works to be carried out and the goods and materials to be supplied. However, Garner Robinson shall be entitled at its sole discretion to vary the services (in particular but not limited to the goods and materials supplied) PROVIDED ALWAYS that the total price charged by Garner Robinson does not exceed the total price set out in the Estimate. In all other cases the Client shall not be liable to pay any sum in excess of the price set out in the Estimate. In all other cases the Client shall not be liable to pay any sum in excess of the price set out in the Estimate unless previously agreed.

1.5 The Estimate may contain items which are stated to be provisional sums. This means that the approximate cost of the items is unknown at the date of the Estimate. Garner Robinson shall use its best endeavours to ascertain such cost and agree it with the Client before incurring it on the Client's behalf. However, if this is not possible the Client shall pay the actual cost of the item and in which case the total price set out in the Estimate shall be adjusted accordingly.

1.6 The Client may cancel the contract at any time by giving notice in writing to Garner Robinson at its usual business address in which case the Client shall be liable to pay Garner Robinson for the services provided (including but not limited to the works carried out and the goods and materials supplied or ordered on the Client's behalf) to the date of cancellation.

2. Timescales

As soon as it is able to do so Garner Robinson shall specify the date on which it intends to commence the services and the estimated completion date. All such dates shall be approximate only and while Garner Robinson shall use its reasonable endeavors to meet the estimated completion date Garner Robinson shall not be liable for any delay in completion and times shall not be of the essence of the Agreement.

3. Client's Obligations

The Client shall:

3.1 Permit Garner Robinson, its employees, sub contractor, agents and other appointed representatives access to the Property at all reasonable times for the purposes of providing the services, delivery of goods and materials and/or carrying out works:

3.2 Ensure a supply of water and power at the property sufficient for the purposes of carrying out works and such services shall be supplied at no cost to Garner Robinson.

3.3 Be responsible for any loss or damage to any goods, materials tools or equipment delivered to or stored at the Property except to the extent that such damages arises from Garner Robinson's failure to take reasonable care.

3.4 Be responsible for home contents insurance to cover all items loaned to the Client by Garner Robinson for the entire duration of the loan including but not limited to antique furniture.

4. Garner Robinson's Obligation

4.1 Any goods and materials supplied by Garner Robinson shall be of satisfactory quality and fit for their purpose.

4.2 If the Client requests that Garner Robinson use goods and materials supplied by him/her for the purposes of providing services, Garner Robinson shall do so on the strict understanding that Garner Robinson has no responsibility as their quality or suitability. Any losses or damages which may follow from the use of such goods or materials will be the sole responsibility of the Client.

4.3 Garner Robinson shall provide the services using reasonable care and skill.

4.4 Garner Robinson shall not be liable for any defect in any goods and materials supplied and any works carried out which arise from fair wear and tear, wilful damage, negligence of the Client, failure to follow Garner Robinson's instructions (whether oral or in writing) or alterations made without Garner Robinson's approval.

4.5 Garner Robinson is under no obligation to produce receipts to the Client for goods or materials supplied except in the case of electrical appliances which are under the manufacturer's guarantee.

4.6 Whilst the service supplied Garner Robinson are designed to make the Property more marketable Garner Robinson gives no guarantee that the Property will be sold or rented following completion of the services.

5. Price and Payment

5.1 The price is exclusive of applicable VAT

5.2 Unless otherwise agreed in writing by Garner Robinson a payment equivalent to 50% of the total price shall be payable prior to commencement of the works and supply of the goods and materials. The Client should note that commencement of the works and supply of the goods and materials will not take place until Garner Robinson has received this payment in cleared funds.

5.3 A further 25% shall be payable half way through the project .

5.4 Our fee will be added to all & any additional work & goods added to the estimate throughout the job & will also be subject to the prevailing rate of vat.

5.5 The balance of the total price shall be payable on the day of completion.

5.6 Payments may be made in cash, by bank draft or by cheque with a supporting card.

5.7 Should the Client fail to pay any invoice submitted by Garner Robinson, Garner Robinson may, without prejudice to any other right or remedy available to be Garner Robinson charge the Client interest (both before and after judgement) at the rate of 4% per annum above the base rate of Abbey National Plc from the due date until payment in full is made.

5.8 Ownership of the goods and materials supplied and paid for by Garner Robinson or its agents, whether installed or not, shall not pass to the Client until all invoices rendered by Garner Robinson to the Client have been paid in full and until such time the Client shall keep the goods, and materials in good repair and condition and properly protected and insured

6. General

6.1 This agreement supersedes any prior agreement (oral or in writing) between the parties, The Parties acknowledge that this Agreement contains the whole agreement between them and that the Client has not relied upon any oral or written representative made by Garner Robinson or its employees or agents.

6.2 Garner Robinson shall not be liable for any failure to perform its obligation under this Agreement due to unforeseen circumstances or beyond its control including without limitation adverse weather conditions, flood or fire.

6.3 This Agreement shall be governed by English Law and the parties shall submit any dispute arising hereunder to the exclusive jurisdiction of the English courts.