

## 1. Our Obligation To The Customer

We will supply and install/construct the works that are described in our quotes in accordance within these terms and conditions; which cannot be changed unless both parties agree; in which case, this must be in writing. Any additional terms, conditions or verbal agreements should also be written down for the sake of clarity and also be signed by both parties. If in the unlikely event that the works will take longer to complete than initially estimated due to unforeseen circumstances; we will give the customer as much notice as possible with a detailed explanation and revised completion date and price if applicable. We shall endeavour to carry out our obligations to the customer under this agreement to the highest standards possible, efficiently and resourcefully. We will hold the price of all quotes for a maximum of three months, after which time the quote is subject to change.

## 2. The Customer's Obligation To Us

The customer will ensure access to the site is easily available for us; to enable us to carry out the works by ourselves at times agreed between both parties, before the commencement of the works. It is the customer's responsibility to ensure that all furniture, radiators, curtains, curtain poles, equipment, pictures, ornaments and other sundries have been removed from the agreed works site(s) prior to the works start date. The customer will ensure all electricity supplies are isolated and safe when we arrive. The customer will prevent access to the works site(s) by animals, children and other unauthorised people or any other hazard not under our control. The customer will make **immediate** payment on completion of satisfactory work

## 3. Our Warranty Of The Works

3.1 We promise to repair or replace any defects in the case of the proposed works that are a direct result of poor workmanship for a period of six months after the date of completion of the works.

3.2 Any defects found within the works must be reported in writing within 5 working days of completion, we will contact you to confirm their arrival upon receipt. Within reasonable time, an investigation will commence. Once the cause of any defects has been established and agreed upon by both parties, we shall rectify the situation. However, this warranty does not extend to any defect arising from fair wear and tear, breakages of glass, damp in the property, accidental damage where we are not the direct cause or improper fixing of anything to any installation or construction. This warranty does not

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extend to faulty and/or defective materials, in this instance the manufacturer must be contacted by the customer. This warranty does not extend to damaged caused by other parties on site therefore on some occasions photos will be taken on completion of work and before simply venetian leave the site.

3.3 We will not be liable for any cracks that appear as long as we use tape / eml (expanding metal lathe) on all visible cracks before commencement of the agreed works, this occurrence is unavoidable if there is any structural movement present. We will not be responsible for any cracking due to the original backing/ plaster lifting providing our plaster has adhered

3.4 We will not be responsible for any cracking as a result of poor plaster boarding by another party. We can only assume that all engineering and architectural plans are suitable

3.5 We will not be responsible for any repairs due to damage via natural causes ( storms, rain, hurricane, wind).

### **4. The Contract Price And Payment Terms**

The final price of any agreement shown on any written quote will be payable as follows:

4.1 On Agreed jobs customer will pay a deposit before commencement of works, this amount will be clearly stated on the quotation. In the case of cheque payments, the funds must clear before commencement.

4.2 The balance becomes payable **immediately** after the works have been completed, unless stage payments are required, then a receipt will be issued by us.

4.3 The final price shown on any quote is subject to change in the case of unforeseen circumstances.

### **5. Trade waste**

Due to new government legislation on trade waste it is the customer's responsibility to dispose of any unused materials at the end of completed works. Otherwise there will be a charge for the removal of waste to a government approved site.

### **6 Venetian Finishes**

6.1 On occasions it may be necessary to apply a protective tape along the ceiling line/ joining walls during application, during the tape removal there

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may be some disturbance to the paint which is unavoidable and can be easily touched in, This is not the responsibility of Simply Venetian Plastering

One sample will be made free of charge, there will be a £50 charge for samples thereafter, We will require the free sample to be returned if no booking is made or intended to be. On occasions if we are matching to another wall done by another plasterer it may not be possible to entirely match the colour and finish.

**7. Deposits** A non refundable deposit may be required on occasions, In the event of customer initiated cancellation a proportion of deposit may be refunded dependant on circumstance

### **8. Rendering and Plastering**

Simply Venetian plastering cannot be responsible for any internal cracking or damage whilst removing render.

All scaffolding supplied and erected by client or contractor must be set as safe and satisfactory working order, works of 2.00m min to 2.40m max working heights per lift with access ladders to each level to all elevations. Scaffold must be independently tied with inner boards and tubes moved away from the wall area 200mm-250mm or one boards width at any point after insulation fixed. This gap is required for a smooth render application. Simply venetian Plastering provide a 6 month defects warranty from the date of render application , this covers application faults only.

It is assumed that the property design is completed by the engineer and architects to be suitable. We take no responsibility should the substrate fail due to design flaws and are not at liberty to advise you otherwise

Simply venetian plastering will not be held responsible should loose defective or newly painted areas delaminate when removing the low tack protection tape

If vents are present its the client/contractors responsibility to ensure they are set out at the correct centres/depth to accommodate the render system, Simply venetian plastering cannot be held responsible if the weep vents are irregular or buried when the new render system has been completed

All rainwater gutters/hoppers/outlets must be in place and terminated with elbows or plastic socks prior to commencement to prevent water staining on finished render

We will endeavour to protect our work as elevations are completed, once completed they immediately become the responsibility of the main contractor/client for protection, no liability for lime bloom or efflorescence salts will be accepted through lack of protection against rain and non-termination of rainwater outlets

Simply venetian plastering cannot warranty any render below 150mm above ground level or finished floor level, any render that is taken below the recommended finishing levels will be at the client/contractors risk

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Whilst floor protection is in place, only authorised simply venetian plastering persons are permitted to walk on these areas

Simply venetian plastering cannot accept responsibility for delays due to adverse weather conditions and will not take responsibility for damaged / lost render if instructed by the contractor/client to apply the product in such conditions as heavy rain.