

Swallow Hill Homes Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY - BY USING THE SERVICES OF Swallow Hill Homes LTD YOU ARE ENTERING INTO A CONTRACT WITH US AND AGREEING TO THE FOLLOWING TERMS AND CONDITIONS.

'We', 'us' and 'our' means Swallow Hill Homes which is a trading name of Swallow Hill Homes Limited. 'You', 'the client', 'the customer', 'your' means the person who requested our services and entered into this contract.

1. FIXED RATES AND QUOTATIONS

a. Contract

- i. The agreed final quote represents a written contract for the exact work to be completed at the price quoted.
- ii. Any agreement made verbally is not covered by the contract unless it has been written into said contract.
- iii. The agreement is made between Swallow Hill Homes and the client. The client is identified as the person who requested the quotation.
- iv. Swallow Hill Homes will not enter any dialogue, accept any requests or communicate in any way with anyone other than the client except where the client has provided written permission that allows them to do so.
- v. The acceptance of the quote, electronically or by any other means signifies a full acceptance and commitment to accept these terms and conditions.
- vi. Any additional work like digging to depths in excess of what has been quoted will be charged at the quoted rate.
- vii. Please check your quotation carefully.
- viii. If the work is done efficiently by the staff of Swallow Hill Homes and takes less time than expected this does not mean a lower figure will be charged.

b. Scope of quoted work

- i. The quote written by Swallow Hill Homes for the client represents the requests of the client. It is not a builder's survey, and we will not be held liable for any task that is not included in the written quote.

c. Electric, water & welfare facilities

- i. The client will be expected to provide electrical power, running water and toilet facilities where reasonably possible. If you require us to provide these facilities we can quote for them.

d. Condition of existing site

- i. unless allowance for such items is included.

e. Cancellation

- i. If a quote is accepted and then the work is canceled more than 28 days before the start date Swallow Hill Homes can recover costs incurred (eg. materials purchased)
- ii. In the event of cancellation by the client, the client agrees to notify Swallow Hill Homes in writing or by email 28 days before the project start date. If Swallow Hill Homes are not notified of the cancellation, the client agrees to pay all of Swallow Hill Homes administration, lost work and scheduling costs amounting to no less than 15% of the total project cost.
- iii. If the customer elects to cancel our services after we have begun work, the customer agrees to pay all of Swallow Hill Homes administration, lost work and scheduling costs amounting to no less than 50% of the total project cost. Postponement of scheduled works rather than cancellation is acceptable only if the rescheduled date is bona fide and within 8 weeks of the initial date scheduled. Should further postponement occur, you will be deemed to have canceled our services and the cancellation levy will apply as above.

f. Materials

- i. All necessary materials can and will be provided by us unless otherwise agreed and will always be of high quality and used in an appropriate manner as per the manufacturer's guidelines. Where it is necessary to match existing decor, our work will be carried out with this in mind, using appropriate materials that provide an exact match where possible. If an exact match will

not be achievable, the client will be consulted. Swallow Hill Homes are not responsible for the performance or suitability of any materials, parts or products purchased directly by the client and allow Swallow Hill Homes to use these at their own risk.

g. Changes to your quote

- i. Any quote or estimate is subject to revision, if a customer makes changes to their property or building after receiving a quote from Swallow Hill Homes, 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.
- ii. A tracker will be regularly issued to you to keep track of project costs, if extra works is quoted then it will be assumed that you want to progress with it after 2 weeks unless we have heard that you don't

h. Completion timescales

- i. Estimated completion times are guidelines and although we will endeavor to complete the work in the time frame intimated, we will not be held liable for failure to complete the scheduled works within the estimated time frame. Similarly, it may be that by employing extra resources we can finish a project more quickly than estimated. In which case the price of the quote will not change.

i. Site attendance

- i. The quote is based on completing all work in a single continuous period, if multiple visits are required we reserve the right to charge an additional mobilization fee.

j. Validity period of quotations

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

k. Damages and substandard workmanship

- i. It is the responsibility of the client:
 1. To remove all valuable and/or fragile items from the areas to be worked on .
 2. 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 to Swallow Hill Homes accept no liability for any damage to have been caused as a result of utilising for access during the works.
 3. In the event of breakage or damage to the property, Swallow Hill Homes 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 Swallow Hill Homes 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 Swallow Hill Homes, in writing within 24 hours of an alleged breakage or damage caused by our employees.

l. Additional work

- i. We can do additional work but this needs to be agreed to in writing by accepting a quote before work is done.
- ii. If you purchase additional items yourself and these are installed by Swallow Hill Homes an additional margin of 30% will be charged on the cost of those items unless previously agreed.

m. Pre-existing damage

- i. We may take photographs of your property or complete a pre-existing damage form prior to 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.

n. Payment of quoted and fixed price work

- i. The client agrees to pay the invoice for completed work within 48 hours after submission. If the client is unhappy with the standard of workmanship, the correct complaints procedure as shown in these terms and conditions must be followed. All materials purchased for, or on behalf of the client, remain the property of Swallow Hill Homes until payment of the final invoice by the client to Swallow Hill Homes. In the event of dispute, the client agrees to allow access to the property to a representative of Swallow Hill Homes to retrieve all materials that remain the property of the company.
- ii. We are happy to provide invoices for businesses and individuals. However, payment is due within the timescales as stated in the Terms and Conditions and the amount, unless amended by Swallow Hill Homes, is fixed in the quotation. Therefore, the client is liable for payment, regardless of whether an invoice has been received.

o. Completion of the project

- i. If Swallow Hill Homes deems it necessary, the client must be available on the last day of the project for consultation and final sign-off for the project. If 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.
- p. Termination of the contract by Swallow Hill Homes**
 - i. Swallow Hill Homes will not tolerate aggressive or rude behavior, racism, nationalism; sexism, homophobia or ageism directed towards any of its staff or tradespersons and reserves the right to terminate the project at any time in this event.
- q. Photo's of work done**
 - i. We wish to promote our work on our website and social media, as such we may use your project to showcase our work, if you don't want your site to be used please let us know in writing otherwise we will deem that consent has been given. We will not divulge the exact location of the work on our promotions
- r. Qualifications to price**
 - i. The rates included within this tender do not include for statutory fees, licences unless explicitly specified
 - ii. All quantities subject to re-measure at the discretion of Swallow Hill Homes
- s. Guarantee**
 - i. The work will be guaranteed for a period of 12 months subject to normal operating conditions, if the area has been damaged by plant, equipment or vehicles this may invalidate the guarantee.
- t. Parking**
 - i. Adequate parking and parking permits will be made available for our employees and contractors, Swallow Hill Homes reserve the right to recharge any parking fines incurred as part of the project.

2. PAYMENT

- a. Payment methods**
 - i. We accept bank transfers for settlement of your account.
- b. Payments to tradespersons**
 - i. Our staff are not permitted to accept payment unless permission has been given from one of our directors in the office through email or by phone.
 - ii. Our subcontractors and tradesman are our intellectual property (what makes our business work) If you engage our tradespeople or sub contractor for work in the future or companies that they run any payments made to them will be subject to a 30% charge of the work completed unless previously agreed.
- c. Payment time scales**
 - i. Payment applications to be made on a weekly basis unless otherwise agreed, payment to be made by the customer within 48 hours of application. Should the outstanding balance not be settled within 7 days, Swallow Hill Homes reserves the right to stop work and charge an administration fee of £30.00 per day.
- d. Unpaid accounts**
 - i. If Swallow Hill Homes 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.

3. PRIVACY POLICY

- a. We will never sell or otherwise pass on your contact details to any other company or third party, unless required to do so by law. When you contact us, your details may be retained to assist with your enquiry. Your details will be used for correspondence and images of the work may be used for marketing purposes by Swallow Hill Homes. If you do not wish for images of your property to be used for marketing purposes please let us know.
- b. Swallow Hill Homes collects details about you from your use of our service and your visits to our web site and other sites accessible from them.
- c. We may collect additional information in connection with your participation in any promotions or competitions offered by us and information you provide when giving us feedback. We also monitor customer traffic patterns and site use which enables us to improve the service we provide.
- d. Access rights - To obtain a copy of the personal information Swallow Hill Homes holds about you, please write with full details to us at: Data Protection Officer, Swallow Hill Homes, 9 Bletchley Close, Beeston, Ng9 2WR.