



## Malvern Carpentry

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## Terms and Conditions of Work

### 1. Deposit and Payment Terms

1. **Date Security Deposit:** To secure a commencement date for works exceeding £3,000, we require a £500 + VAT deposit. This deposit reserves dedicated time on-site and in our workshop. The deposit is non-refundable unless the company cancels the project.
2. **50% Payment:** A payment of 50% of the total quoted cost (including VAT) is required 4 weeks before the start of work. For window projects, this payment is due once we have ordered the glass, approximately 8 weeks before work begins, less the date security deposit.
3. **40% Payment:** A further 40% of the total quoted cost is payable upon delivery of the completed and glazed sashes and associated materials to the site.
4. **Final 10% Payment:** The remaining 10% balance is due upon completion of the project and should be settled before we leave the site.
5. **Alternative Payment Schedule for Building Works:** For certain projects, particularly building works, a different payment schedule may apply. In such cases, clients will receive monthly invoices based on the phases of work completed. Additionally, deposits for the next phases of work will be required to ensure continued progress. This schedule will be clearly outlined in the project agreement prior to commencement.
6. **Late Payments:** Payments not made by the due date will incur interest at a rate of 8% above the Bank of England base rate, charged daily until the payment is received in full. We reserve the right to pursue the matter through the Small Claims Court.
7. **Payment Methods:** Payments can be made via bank transfer, credit card, or another agreed method.
8. **Houses of multiple occupancy:** Malvern Carpentry cannot be responsible for collecting payments from multiple occupants. One occupant (main home owner/person authorising works with ourselves) is responsible for co-ordinating scheduled payments and delivering payments on time to ensure a smooth completion of the works.

### 2. Natural Materials

1. **Material Characteristics:** Natural materials such as timber may be affected by environmental factors like moisture levels, temperature fluctuations, and other conditions beyond our control. Clients acknowledge and accept the inherent characteristics of such materials, including potential warping, shrinkage, or expansion.
2. **Maintenance Responsibility:** Clients are responsible for the ongoing maintenance of natural materials, including any necessary treatments to preserve the integrity and appearance of the materials over time.

### 3. Warranty and Maintenance

1. **Warranty Coverage:** We offer a 5-year warranty on all works carried out, covering defects in workmanship and materials. This warranty does not cover normal wear and tear, damage caused by misuse, improper maintenance, or alterations made by third parties.
2. **Warranty Claims:** Clients must report any issues or concerns regarding the work performed within a reasonable timeframe. We will assess and make necessary repairs or adjustments within the warranty period.
3. **Void Warranty:** The warranty will be void if any part of the work is altered, modified, or repaired by anyone other than our authorised personnel without prior consent.

### 4. Adherence to Quote and Additional Costs

1. **Scope of Work:** We provide detailed quotes outlining the scope of work and associated costs. Any deviations or changes requested by the client that affect the scope of work may result in additional costs.
2. **Approval of Changes:** Clients will be informed of any changes and associated costs in writing. Work will only proceed once the client has provided written approval of these changes.
3. **Minor Additional Works:** Minor and additional works can be undertaken on-site at a fixed rate of £30.00 + VAT per hour, plus any necessary materials. These additional costs will be agreed upon with the client before commencement.

### 5. Liability and Indemnity

1. **Quality and Durability:** While every effort is made to ensure the quality and durability of our work, we are not liable for damages or defects arising from misuse, improper maintenance, natural wear and tear, or any circumstances beyond our control.
2. **Client Insurance:** Clients are advised to have appropriate insurance in place during the project to cover any potential damage or theft that may occur.
3. **Force Majeure:** We are not liable for any delays or failure to perform due to circumstances beyond our control, such as natural disasters, strikes, or supply chain disruptions.

### 6. Insurance Coverage

1. **Liability Insurance:** We are fully insured with comprehensive liability coverage to protect against any potential damages, accidents, or injuries that may occur during the course of our work. This includes public liability insurance, employer's liability insurance, and professional indemnity insurance.
2. **Proof of Insurance:** Proof of our insurance coverage can be provided upon request. Clients are encouraged to review these documents if they have any concerns.

### 7. Access

1. **Clear Access:** Clients must ensure that the areas where work is to be performed are accessible. For window projects, a clear area must be provided immediately in front of the windows. We reserve the right to charge additional fees for clearing space for ourselves to work for you.
2. **Property Protection:** Although every effort will be made to protect your belongings and property, we cannot be held responsible for damage to items left in the work area, such as plants or furniture. Clients may incur additional charges if access issues cause delays.

## 8. Completion Timeframe

1. **Project Timeline:** We endeavour to complete all projects within the agreed-upon timeframe. However, unforeseen circumstances or delays beyond our control may occur. Clients will be kept informed of any such delays, and we will work to minimise their impact.
2. **Client Communication:** Prompt client decisions and communication are essential to avoid delays. We are not responsible for delays caused by the client's failure to provide necessary information or approvals.

## 9. Dispute Resolution

1. **Mediation and Arbitration:** In the event of a dispute, both parties agree to attempt resolution through mediation. If mediation fails, the dispute shall be settled by arbitration in accordance with the applicable laws.

## 10. Governing Law

1. **Jurisdiction:** These terms and conditions are governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 11. Agreement to Terms

1. **Acceptance of Terms:** By engaging our services and paying the date security deposit or deposit, clients acknowledge that they have read, understood, and agreed to these terms and conditions.
2. **Updates to Terms:** These terms and conditions are subject to change at our discretion. Clients will be notified in writing or via email of any updates or revisions to these terms.

**Reviewed and Updated: 16 April 2025**  
**By Michael Bond**