

The following Terms and Conditions of Service apply to all products and services provided by Domestic Joinery and Maintenance Services (later referred to as DJMS).

All work is carried out by DJMS on the understanding that the client has agreed to DJMS's terms and conditions.

Project Acceptance

- 1) At the time of proposal, DJMS will provide the customer with a written estimate or quotation. The Terms and Conditions may be obtained by request from DJMS.

A copy of the written estimate or quotation is to be signed and dated by the customer, or the client may send an official order in reply to the estimate or quotation to indicate acceptance, all of which binds the client to accept DJMS's terms and conditions, and should be returned to DJMS. No work on a project will commence until either document has been received by DJMS.

Charges for Services

- 2) Charges for services to be provided by DJMS, will be set out in the written estimate or quotation that is provided to the customer. Work on the project will not commence until DJMS are satisfied with a full credit check.

Payment

- 3) The full amount will become payable as per the terms stated on the approved quotations and invoice. Accounts which remain outstanding beyond the terms in accordance with the invoice, will incur an additional interest charge for late payment. On the third working day of default, an interest invoice will be raised for an additional 7.5% of the total overdue amount, of which is payable with the outstanding amount. Interest will continue to be added on every 7th calendar day until the overdue amount is paid in full. Payments may be made by cash, cheque, or electronic funds transfer. Hand over of goods and services prepared by DJMS on behalf of the client, will be at the discretion of DJMS. Returned cheques will incur an additional fee of £50 per returned cheque. DJMS reserves the right to consider an account to be in default in the event of a returned cheque.

Default

- 4) An account shall be considered default if it remains unpaid over the due date, or following a returned cheque. DJMS shall be considered entitled to remove DJMS's and/or the customer's material from any and all properties, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, sub-contractors. Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay DJMS reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions. The cost of replacement and/or return of these materials is at the full cost of the client.

Indemnification

- 5) The customer agrees to fully indemnify and hold DJMS free from harm in any and all claims resulting from the customer in not having obtained all the required permissions.

Alterations

- 6) The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. The customer also agrees that DJMS holds no responsibility for any amendments made by any third party, before or after a design or service is provided.

Project Duration

- 7) Any indication given by DJMS of a project's duration is to be considered by the customer to be an estimation. DJMS will not be held responsible for any project over-runs, whatever the cause, including but not limited to, adverse weather conditions. Estimated project duration should be deemed to be from the date that approved estimates or quotations are received by date confirmed in writing by DJMS.

The customer agrees to supply DJMS, where reasonable and appropriate, with the necessary electricity and water supply for the duration of the project to enable DJMS to complete the work.

Project Completion

- 8) DJMS considers the project complete upon hand over. Any further services required and contracted on the clients behalf constitute a separate project and will be treated as a separate charge.

Rights of Refusal

- 9) DJMS retain the right to refuse the preparation, in full or in part, of any material which it deems to be immoral, offensive, obscene or illegal. Any material that DJMS does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow DJMS to remove the contravention without hindrance, or penalty. DJMS is to be held in no way responsible for any such material being included.

Cancellation

- 10) Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, DJMS will need formal notification in writing. The client will then be invoiced for all work completed. The balance of monies due must be paid within the terms of the quotation or invoice. Please note: any cancellation which is not formally confirmed in writing and received by DJMS within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

- 11) All guarantees, where applicable, are for work carried out directly by DJMS, including any sub-contractors, as detailed at the beginning of a project. Manufacturing faults outside of the control of DJMS are not included in the guarantee and issues of this nature should be directed to the manufacturer of the goods. DJMS are not responsible for any loss, or consequential loss, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for any consequential loss arising from them. The customer agrees not to hold DJMS responsible for any such loss or damage. Any claim against DJMS shall be limited to the relevant fee(s) paid by the customer.

DJMS reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. DJMS will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

General

- 12) These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. DJMS reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Quotation and Terms and Conditions

- 13) The placement of an order for design and/or any other services offered by DJMS and validated by the customer's approval by any means and/or signature on the quotation form, constitutes acceptance of the quotation and agreement to comply fully with all the Terms and Conditions and forms the Contract for Business between the client and DJMS.

