

# BUSINESS TERMS AND CONDITIONS

Revamp Team Ltd intends to rely upon the written terms set out here and on the Contract. If you require any changes, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what Revamp Team Ltd and you the Customer is expected to do.

## 1-DEFINITIONS

- a) “Buyer”, “You”, “Your”, “Customer” shall mean an individual / organization who buys or agrees to buy services or goods from the seller
- b) “Consumer” shall have the meaning as described in section 12 of the unfair contract terms act 1977
- c) “Seller”, “Us”, “We”, “Our”, “Revamp Team, shall mean Revamp Team Ltd.
- d) “Contract”, “Agreement” shall mean the contract and any subsequent agreements in writing and signed by both parties for the sale and purchase of goods and/or services in accordance with our terms and conditions
- e) “Services”, “Goods” shall mean the services and goods the Buyer as agreed to buy from the Seller
- f) “Terms & Conditions” shall mean the terms &

conditions herein set out and any further terms and conditions agreed and signed by both parties in writing on the contract

g) “Sub-contractor” shall mean any person carrying work on behalf of Revamp Team Ltd.

h) “Completion” shall mean work completed to a reasonable standard in accordance with agreed terms and conditions

i) “Parties” shall mean Customer and Revamp Team Ltd.

## 2-BUSINESS TERMS & CONDITIONS

2.1 Revamp Team Ltd. shall perform all its responsibilities to the Customer within a reasonable time, care, skill and to a reasonable standard

2.2 Revamp Team Ltd. shall carry the work:

a) In accordance with all relevant building regulations

b) Will endeavour to complete the work within agreed estimated time period (as extended under condition 2.8 if it applies)

c) Keep to all legal requirements, which We would need to keep to in the course of Our work, but only if

You have told Us in writing about these requirements in line with condition 2.9

d) At the end of the contract, as long as You pay all amounts due, We will give You any guarantees, test certificates and so on which apply to the work. You should keep these safe in case You need them in future.

2.3 Revamp Team Ltd. reserves the right to decline any work before a contract takes place at its absolute discretion

2.4 No contract shall be formed between Revamp Team Ltd. and a

Customer before any agreed deposits have been paid, work started at the Customer home/premises or contract value is paid into a transpact.com account whichever occurs first.

2.5 Payments:

a) All services and goods delivered to the Customer shall become due for payment as agreed and specified on the contract

b) The Customer shall not be entitled by reason of any alleged defect to withhold more than a proportionate

amount of the sum due

2.6 Revamp Team reserves the right to charge 2% interest per year above the Barclays Bank base rate on any amounts overdue or invoices that remain unpaid after 7 days of delivery. This will be calculated from the day the amount was due until the date of payment, daily and at the interest rate in force on each day. In the case of court action the amount of interest shall be decided by the courts.

2.7 Should the Customer choose to withhold payment with no good reason or withhold more than a proportionate amount, Revamp Team Ltd. reserves the right to charge interest according to 2.6 above for the amount that was overdue

2.8 You will extend the contract period by a reasonable time to take in consideration any of the following:

- a) Your delayed or lack of instructions to the work, changes to the work, your choice of materials
- b) If We suspend all or part of Our obligations under Our contract
- d) If the work is obstructed, by any matter We do not control

e) Weather conditions which delay or prevent Us from continuing Our work

f) Civil commotion, wars, riots and lock-outs

g) You instruct us to do extra work, You change the work to be done under our contract, Unexpected work arises

2.9 Unless We have agreed otherwise in writing, You must get all forms of permission needed before We can start the work and keep any conditions relating to the work, including paying all the relevant fees. If You break this condition You must pay Us any losses and damages We suffer. When the work is completed, whoever is responsible for getting building regulations approval or planning permission is also responsible for getting formal written confirmation that the work meets those regulations

2.10 Without affecting Our legal rights and remedies, We can end all or suspend all or part of our obligations under the contract:

a) If You or anyone You employ or Your agent, interfere with or obstruct the work or fail to make the site available for us (without good reason) for the contract period

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b) If the work is delayed due to Your fault for more than 14 days in a row

c) If You fail to pay any amount due and still fail to pay for seven days after receiving a written notice We are demanding payment and warning You of Our intention to end all or suspend all or part of Our obligations under the contract

d) If You become bankrupt or go into liquidation or make a composition or arrangement with Your creditors

After We use Our right to suspend part of the contract, We can still end Our obligations under it, if You are still at fault.

We shall be entitled to a reasonable and proportionate payment for the parts of the contract that We have performed, within 14 days of asking for payment

Our right to suspend performance ends when You pay the amounts due in full unless in the meantime We have ended Our obligations under the contract.

However, You can still use all Your legal rights and remedies

2.11 Without affecting Your other legal rights and

remedies, You can end this contract in one or more of the following circumstances:

a) If without reasonable cause We stop work for 14 days in a row or We fail to work steadily and You send us written notice to restart work or work steadily and We do not do this within seven days of receiving your notice

b) If We become bankrupt

c) If We go into liquidation

d) If We make a composition or arrangement with Our creditors

However We can still use all Our legal rights and remedies

2.12 Revamp Team Ltd. shall be under no obligation to honour any estimates given orally to the Customer or any Customer representatives

2.13 If any unexpected work arises We must agree in writing the costs of such work and both Parties must sign

2.14 If You decide to change the work, both Parties must agree in writing to the details of those changes and its costs

2.15 If You instruct Us to do extra work We will need

to agree to a new contract for the extra work You require and both Parties must sign

2.16 If We are providing labour-only services, the Customer shall provide all products, goods, materials, fittings and similar which are needed for the work. If You do not provide these when needed or ask Us to transport or collect these items, this may result in extra charges according to the extra time spent waiting for such materials or the time used to collect/transport them for You

2.17 All goods supplied by Revamp Team Ltd. shall be inspected at time of delivery and/or completion of work

2.18 It is a condition of Our contract that at the time of completion of work, the Customer shall inspect all work and goods to the best of His ability

2.19 Any defects on workmanship or goods/materials shall be notified to Revamp Team Ltd. immediately after having been discovered and in any case within guarantee period offered by Revamp Team. After notification by the Customer regarding any defects, We will immediately investigate and rectify any defects under guarantee within a reasonable time

2.20 We will not guarantee any work on blockages of waste or drainage systems



2.21 Our guarantee will become invalid in case of misuse, neglect, negligence, malicious damage. Wear and Tear and accidental damage are not covered by our guarantee

2.22 Our guarantee will become invalid if Our work is repaired, modified or tampered with by anyone other than Revamp Team Ltd. or a Sub- contractor working on Our be-half

2.23 Our guarantee does not become valid until all overdue amounts are paid in full. The Customer shall not be entitled by reason of any alleged defect to withhold more than a proportionate amount of the sum due

2.24 We only guarantee work done directly by Revamp Team, any faults that arise from recommended work not authorised by the Customer, will not be covered under Our guarantee

2.25 Revamp Team can offer an insurance backed warranty through Home Pro

2.26 Revamp Team shall retain ownership of all goods/ materials supplied until all overdue amounts and/or invoices have been fully paid

2.27 Appliances will be covered and assistance given under the manufacturer guarantee

2.28 Revamp Team Ltd. does not offer credit

2.29 Revamp Team Ltd. will only be responsible for work completed by Us and will not be responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at the time

2.30 Start dates will always be confirmed in writing only after the booking deposit agreed with the Customer is paid. Start dates will usually be 14 working days after The Customer paid the booking deposit, this is to allow the Customer sufficient time to exercise their cancellation rights, however if the Customer instruct Us to start the work immediately, an earlier start date could be established

### 3-Guarantees

3.1 Workmanship carried by Revamp Team Ltd. will benefit from 60 Months guarantee unless otherwise specified on contract

3.2 Goods and materials supplied by Revamp Team Ltd. will benefit from 24 Months guarantee, unless otherwise specified on contract

3.3 After the initial guarantee offered by Revamp Team any remaining manufacturer guarantee will be made available to the Customer, whenever legally possible and allowed by the manufacturer and/or

supplier

3.4 All guarantees are subject to contract and Our terms and conditions

3.5 Guarantee exclusions: Water damage (except when this a direct result from faulty work); Steam damage; Heat damage; Damage caused by use of unsuitable cleaning products; chemical damage; neglect; negligence; wear and tear; malicious damage; accidental damage; serviceable parts excluded after 24months; silicones excluded after 24 months; fading paint or yellowing of white paints; defects caused by structural movement of property; defects caused by joist deflection, except where we have failed to test and prepare the subfloor adequately according to good building practices

(Internationally, the accepted minimum requirement for floor rigidity is  $L/360$  - before the tile underlayment is installed. The  $L/360$  standard means that the floor should not deflect more than the “span” divided by 360. If the span of the joists is 3.05 metres (between supports), then the deflection should not be more than 7.6mm between the centre and the end when a load of 135kg is applied)

Examples of serviceable parts: washers, isolation valves, tap cartridges, moveable parts on bath and basin wastes, hinges, locks, latches, switches

Guarantee is not given if we are following yours or your designer/architect own specification concerning materials to be used or work method and they differ from our own recommended materials/method for the job, except where we fail to follow such instructions.

## 4-Cancellation Policy

4.1 After a contract has been established in accordance with Our terms and conditions the Customer shall have 14 days to cancel the contract

4.2 If the Customer has instructed Us to start work immediately, the Customer still have 14 days to cancel the contract but will be responsible to pay all charges for services, goods and materials ordered/supplied/delivered to the Customer up to the date a cancellation in writing is delivered to Us. The calculation of these charges will be as follows:

a) £250.00 + VAT per day for each man working on site and

b) The cost of all goods and materials used plus 20% + VAT

c) We recommend that you send any notice of cancellation by recorded delivery post

## 5-Complaints

### COMPLAINTS POLICY

We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied.

To ensure we are able to put things rights as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction.

As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards.

In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible. Either call us on 01689605713 or write to us at 98 Burrfield Drive, Orpington, BR5 4BX, or email us at

[ricardo@revampteam.co.uk](mailto:ricardo@revampteam.co.uk) and we aim to respond within 7 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.

Where we are unable to resolve your complaint using our own complaints procedure, as a Which? Trusted

trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event that we cannot remedy your complaint to your satisfaction you may wish to refer your complaint to them. If you wish to do so please contact Which? Trusted traders in the first instance on 0333 241 3209.

## 6-Disputes

As a Which? Trusted Trader we have a range of support services available to us and our customers. One of these services is access to an independent Alternative Dispute Resolution (ADR) service, which enables our customers to seek an impartial review of a complaint in the unlikely event that we are unable to resolve it between ourselves.

This is a free service for the customer, offered by Dispute Resolution Ombudsman, an approved government scheme. Further information about the Ombudsman can be found at <http://www.disputeresolutionombudsman.org/whichtrustedtraders/> or by telephoning them on 0333 241 3209

These terms, conditions and all contacts awarded between Us and the Customer will be governed and construed in accordance with English Law and subject to the exclusive jurisdiction of English Courts

Nothing on this document including omissions or errors is intended to limit/reduce your rights as a Consumer and Revamp Team Ltd. will comply fully with current English Consumer Law