## INDIGO LONDON

### Reference: Terms of Business (Commercial)

Between Indigo London Property Services (ILPS) & (The Client).

#### **Booking Works:**

- 1. (The client) by instructing ILPS to carry out works agrees to our terms of business.
- 2. All works orders & quotations are to be requested via email, clearly stating: the property address, invoicing details and the individual responsible for the works.
- 3. ILPS reserves the right to appoint specialist sub-contractors from our approved list.

#### **Invoicing and Payment:**

- 4. ILPS will aim to invoice works within 5 working days of completion. Once invoices are received it is the responsibility of (*the client*) to advise of any errors, changes or disputes relating to the works carried out. All invoice queries must be submitted in writing no later than 14 days from the invoice date.
- 5. An administration fee of £5.00 + VAT will be charged for the amending and re-issuing of invoices after 30 days of the invoice date.
- 6. All invoices are to be paid in full no later than *30* days from the invoice date, unless otherwise agreed. Statutory interest and compensation fees will be applied to all invoices that are not paid within this period. (<u>https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt</u>)
- 7. Invoices will be addressed to (*the client*) unless we are instructed otherwise at the time of booking. (*The client*) will be considered liable for payment unless clearly stated otherwise at the time of booking. It is (*the client's*) responsibility to provide correct and working billing details should they require invoices to be sent to third parties.
- 8. ILPS accept payments via bank transfer only.
- 9. Refunds may only be issued under limited circumstances. The decision to issue a refund is made at the sole discretion of ILPS.

#### Work Guarantee:

- 10. All works carried out by ILPS come with a one-year workmanship guarantee and individual product / manufacturer guarantees where applicable.
- 11. ILPS do not offer guarantees on repairs to existing systems and installations or on works where a replacement has otherwise been advised.
- 12. ILPS do not accept any responsibility for *client* supplied products. <u>WWW.INDIGOLONDONUK.COM</u>

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13. All products supplied by ILPS are on the behalf of *(the client). (The client)* is ultimately responsible for the design and selection of all products supplied.

#### **Deadlines:**

14. ILPS endeavours to meet all agreed project deadlines, however this can't always be possible. ILPS expects that (*the client*) understands that alterations and adaptions to agreed works may have implications on completion time and project cost.

#### **Cancellations:**

- 15. (*The client*) must provide a minimum of 24 hrs notice when cancelling minor works (works valued at less than £500), and a minimum of 5 working days' notice when cancelling major works (works valued at more than £500).
- 16. ILPS reserves the right to charge a fee for all aborted call outs. An aborted call out fee will be charged on all call outs where access has not been possible or where a call out has not been cancelled prior to arrival. (Please refer to our fee structure document).

#### Fees & Charges:

- 17. ILPS require a deposit payment to be made on all works of a value greater than £1000. Deposits may not be refunded when: works have been cancelled without sufficient notice, material cost has been incurred in preparation of works, specialist contractors have been paid in advance of works commencing.
- 18. Retention sums on major works are subject to approval and must be agreed before the commencement of works.
- 19. Additional charges. ILPS reserves the right to make additional charges as per our fee's document. It is (*the clients*) responsibility to ensure they are happy with our fee structure before booking in works. Fees are subject to change.

#### **Quotations:**

- 20. ILPS offer a free quotation service. All quotations are subject to agreement and are valid for a maximum of 30 days from the date of the quotation.
- 21. ILPS may include provisional costs in our quotations, these provisional costs are subject to change and agreement.
- 22. *(The Client)* is solely responsible for confirming and agreeing the specification of works quoted for. All products included in our quotations are supplied on the behalf of *(the client).*

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23. It is the responsibility of *(the client)* to ensure they are satisfied with any quotation provided before instructing works.

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