



TERMS OF BUSINESS

LPS London Property Services Ltd

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1. Introduction

These Terms of Business form part of the contract between LPS London Property Services Ltd ("LPS", "we", "our" or "us") and the customer ("the Client", "you" or "your") for the provision of property maintenance, refurbishment, installation and construction services.

These Terms are designed to provide clarity regarding the responsibilities of both parties and to ensure that all work is carried out professionally, fairly and in accordance with current UK consumer legislation.

By accepting a quotation, paying a deposit or instructing LPS to commence work, you agree to be bound by these Terms and Conditions.

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These Terms should be read alongside any written quotation, specification, schedule of works or other documentation issued by LPS.

Where any conflict exists between these Terms and a written quotation, the quotation shall take precedence.

2. Definitions

For the purpose of these Terms:

Contract means the agreement between LPS and the Client comprising these Terms together with any written quotation, specification or agreed variation.

Client means the individual instructing LPS to carry out the Works.

Works means all labour, materials, services, installations, repairs, maintenance or construction work undertaken by LPS.

Property means the address where the Works are to be carried out.

Quotation means the written estimate provided by LPS.

Variation means any change to the agreed scope of works after acceptance of the quotation.

Completion means the stage at which the Works have been substantially completed and are fit for their intended purpose, subject only to any minor snagging items.

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3. Quotations

3.1 All quotations are provided free of charge unless otherwise agreed.

3.2 Quotations remain valid for **30 days** from the date of issue unless stated otherwise.

3.3 Quotations are based on the information available at the time of inspection and may be subject to change where:

- additional works become necessary;
- hidden defects are discovered;
- structural issues become apparent;
- information provided by the Client proves inaccurate; or
- the Client requests changes to the specification.

3.4 Unless specifically stated, quotations do not include:

- Planning Permission
- Building Control fees
- Structural Engineer fees
- Architect fees
- Utility company charges
- Parking permits
- Congestion or Ultra Low Emission Zone charges
- Specialist surveys
- Asbestos surveys or removal
- Temporary accommodation
- Decoration following repair work unless specified.

3.5 Any drawings, sketches or specifications supplied with a quotation remain the intellectual property of LPS unless otherwise agreed.

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4. Acceptance of Quotation

A quotation may be accepted by:

- signing the quotation;
- accepting electronically;
- confirming acceptance by email;
- paying the requested deposit; or
- instructing LPS to commence work.

Once accepted, a binding contract exists between both parties.

5. Scope of Works

LPS shall complete only those works described within the accepted quotation unless otherwise agreed in writing.

Any request by the Client to alter the specification after work has commenced shall constitute a Variation.

Where additional work is requested, LPS will advise the Client of any additional costs before proceeding whenever reasonably practicable.

Where emergency circumstances require immediate action to make the Property safe or prevent further damage, LPS reserves the right to undertake such work without prior written approval, with the costs to be advised as soon as reasonably possible.

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6. Variations

Changes requested by the Client after commencement may affect:

- the Contract Price;
- completion dates;
- labour requirements;
- material costs; and
- programme of works.

Variations shall normally be confirmed in writing before the additional work is undertaken.

Where it is impractical to delay work pending written confirmation, verbal instruction from the Client may be accepted and shall be treated as authorisation to proceed.

Variations shall be charged at the rates contained within the original quotation unless otherwise agreed.

7. Client Responsibilities

The Client agrees to:

- provide safe and unrestricted access to the Property during agreed working hours;
- ensure all necessary permissions have been obtained from landlords, managing agents or freeholders where applicable;
- disclose any known structural defects or hazards before work commences;
- provide access to electricity and water where reasonably required;
- remove or protect valuable items from the working area;
- ensure pets and children are kept away from working areas;

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- obtain any required neighbour permissions where access over adjoining land is necessary.

Failure to provide suitable access may result in aborted visit charges.

8. Access to the Property

The Client shall ensure someone aged 18 or over is available where required to provide access.

If our operatives cannot gain access at the agreed appointment time, LPS reserves the right to charge:

- labour costs incurred;
- travel costs;
- parking charges;
- any wasted material costs.

Repeated failure to provide access may result in the suspension or termination of the Contract.

Part 2 – Materials, Deposits, Payments & Cancellations

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9. Materials

9.1 Supply of Materials

Unless otherwise agreed in writing, LPS shall supply all materials required to complete the Works.

Materials will be selected to provide an appropriate balance between quality, suitability and value for the intended application.

Where specified products become unavailable, LPS reserves the right to substitute equivalent products of equal or higher quality after consultation with the Client.

9.2 Client-Supplied Materials

Where the Client chooses to supply their own materials, fixtures or fittings:

- LPS accepts no responsibility for delays caused by late delivery or incorrect items.
- LPS cannot guarantee compatibility with existing installations.
- Additional labour required due to defective, damaged or unsuitable products will be chargeable.
- Manufacturer warranties remain solely between the Client and the supplier.
- LPS cannot accept responsibility for manufacturing defects or incorrect specifications.

Where client-supplied products are found to be unsuitable, LPS may recommend alternatives before continuing.

9.3 Ownership of Materials

All materials supplied by LPS remain the property of LPS until payment has been received in full.

Should payment remain outstanding, LPS reserves all legal rights available for recovery of outstanding sums.

10. Deposits

To secure labour, materials and scheduling, LPS may request a deposit before work commences.

Typical deposits are:

- Projects up to £1,000 – payment in full may be requested prior to commencement.
- Projects between £1,000 and £10,000 – deposit of approximately 25%–60%.
- Larger refurbishment projects – staged payments as agreed within the quotation.

Deposits are not intended to represent profit and are used primarily to secure labour allocation and purchase project materials.

10.1 Non-refundable Costs

Should the Client cancel after accepting the quotation, LPS reserves the right to retain sufficient monies from the deposit to cover:

- materials already ordered;
- bespoke or non-returnable goods;

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- specialist subcontractor costs;
- administration;
- reasonable losses incurred.

Any remaining balance will be refunded where appropriate.

11. Stage Payments

For larger projects LPS may issue interim invoices throughout the duration of the Works.

The quotation will clearly state:

- payment stages;
- values due;
- milestone dates where applicable.

Failure to make stage payments may delay progress.

12. Invoicing

Invoices will normally be issued:

- upon completion of smaller works;
- at agreed stages during larger projects;
- following completion of authorised additional works.

Invoices will contain sufficient detail to identify the work undertaken.

Any invoice query should be submitted in writing within **14 days** of the invoice date.

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LPS will investigate all genuine queries promptly.

13. Payment Terms

Unless otherwise agreed in writing:

Invoices are payable within **7 calendar days** of the invoice date for private customers and **30 calendar days** for commercial customers or as agreed.

Payments may be made by:

- Bank Transfer
- Any other payment method accepted by LPS

Payment instructions will appear on every invoice.

14. Late Payment

Where payment is not received by the due date, LPS reserves the right to:

- suspend ongoing works;
- withhold completion certificates;
- delay further visits;
- withhold warranties until payment has been received in full;
- recover reasonable debt recovery costs where legally permitted.

Interest may be charged on overdue amounts where permitted by law and in accordance with the terms of the Contract.

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LPS will always seek to resolve payment issues amicably before commencing formal recovery action.

15. Suspension of Works

LPS may suspend works where:

- invoices remain unpaid;
- agreed stage payments are not received;
- unsafe site conditions exist;
- access is repeatedly unavailable;
- abusive or threatening behaviour is directed towards employees or subcontractors;
- the Client requests suspension.

Where works are suspended for reasons beyond LPS's control, any reasonable additional costs incurred in remobilising labour or equipment may be chargeable.

16. Additional Works

During the course of construction unforeseen issues may arise requiring work outside the original quotation.

Examples include:

- hidden water damage;
- defective wiring;
- defective plumbing;
- structural movement;

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- rotten timbers;
- asbestos-containing materials;
- defective previous workmanship;
- Building Regulation compliance works.

Where reasonably practicable LPS will provide a quotation before proceeding.

Emergency works necessary to prevent injury or significant property damage may be undertaken immediately and charged accordingly.

17. Hidden Defects

Quotations are prepared based upon visible inspection only unless otherwise stated.

LPS cannot be held responsible for defects concealed within:

- walls;
- ceilings;
- floors;
- roofs;
- underground services;
- previous alterations.

Where hidden defects are discovered, work may need to stop whilst revised costs and programme implications are agreed.

18. Delays Beyond Our Control

LPS shall not be liable for delays arising from circumstances outside our reasonable control including but not limited to:

- adverse weather;
- supplier shortages;
- manufacturer delays;
- illness;
- industrial action;
- utility interruptions;
- unforeseen structural defects;
- Building Control requirements;
- Client variations;
- delays caused by other contractors.

Completion dates are therefore estimates unless expressly stated otherwise.

19. Client Cancellations

The Client may cancel works at any time before commencement by notifying LPS in writing.

Where cancellation occurs after acceptance of the quotation, the Client remains responsible for:

- materials already purchased;
- bespoke orders;
- specialist subcontractor costs;
- reasonable administration;

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- any other unavoidable losses reasonably incurred.

20. Consumer Cancellation Rights

Where the Contract is entered into away from LPS's business premises (for example at the Client's home) or concluded remotely, the Client may have cancellation rights under the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**.

Where applicable:

- the Client has **14 calendar days** to cancel without giving a reason;
- LPS will provide written cancellation information;
- if the Client requests work to begin during the cancellation period, they acknowledge they may become liable for the cost of work completed before cancellation;
- once the Works have been fully completed during the cancellation period (at the Client's express request), the right to cancel may no longer apply in accordance with the Regulations.

Part 3 – Completion, Guarantees, Liability & General Terms

21. Practical Completion

The Works shall be deemed to have reached Practical Completion when they are substantially complete and capable of being used for their intended purpose,

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notwithstanding the existence of minor defects or snagging items that do not materially affect the use of the Works.

Minor decorative touch-ups, adjustments or cosmetic imperfections shall not prevent Practical Completion.

22. Snagging

Following Practical Completion, the Client shall inspect the Works within **14 days** and notify LPS in writing of any defects or snagging items.

LPS shall return within a reasonable period to rectify genuine workmanship defects notified during this period.

The following shall not normally constitute snagging:

- natural shrinkage of timber;
- settlement or movement of the building;
- hairline cracking resulting from normal drying;
- damage caused by third parties;
- accidental damage after completion;
- defects arising from misuse or lack of maintenance.

23. Workmanship Guarantee

Subject to these Terms, LPS provides a **12-month workmanship guarantee** from the date of Practical Completion.

The guarantee covers defects arising solely from faulty workmanship.

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Where a defect covered by this guarantee is identified, LPS will, at its option:

- repair the defect;
- replace defective workmanship; or
- make good the affected area.

The workmanship guarantee does **not** cover:

- normal wear and tear;
- accidental damage;
- misuse or neglect;
- damage caused by third parties;
- alterations carried out by others;
- movement of the building;
- structural defects outside the scope of the Works;
- defects in client-supplied materials;
- manufacturer defects.

24. Manufacturer Warranties

Products and materials supplied by LPS may be covered by individual manufacturer warranties.

These warranties remain subject to the relevant manufacturer's terms and conditions.

LPS will provide warranty documentation where available.

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25. Existing Installations

Unless expressly agreed, LPS cannot guarantee the condition or continued performance of existing:

- plumbing systems;
- electrical installations;
- drainage;
- heating systems;
- roofing;
- structural elements.

Repairs to ageing installations may expose further faults that could not reasonably have been identified before work commenced.

26. Building Regulations and Planning

Unless specifically included within the quotation:

The Client remains responsible for obtaining:

- Planning Permission;
- Listed Building Consent;
- Freeholder consent;
- Landlord approval;
- Party Wall matters;
- Building Control applications.

Where LPS agrees to arrange such matters on the Client's behalf, any associated fees shall be chargeable unless otherwise stated.

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27. Health and Safety

LPS is committed to maintaining a safe working environment.

The Client agrees to:

- keep children and pets away from working areas;
- notify LPS of any known hazards;
- avoid entering restricted working areas unless invited to do so.

LPS reserves the right to suspend work where site conditions present an unacceptable safety risk.

28. Waste Removal

Unless specifically included within the quotation:

- waste will be removed progressively during the Works;
- hazardous waste disposal is excluded;
- asbestos removal is excluded;
- specialist disposal charges remain additional unless quoted.

Reusable materials removed from the Property remain the Client's property unless otherwise agreed.

29. Working Hours

Normal working hours are:

Monday to Friday

8:00am – 4:00pm

Work outside these hours may be undertaken where operationally necessary or agreed with the Client.

Emergency call-outs may be subject to additional charges.

30. Insurance

LPS maintains appropriate insurance cover including:

- Public Liability Insurance;
- Employers' Liability Insurance (where applicable);
- Contractors' insurance appropriate to our business activities.

Evidence of insurance can be provided upon reasonable request.

31. Limitation of Liability

Nothing within these Terms limits or excludes liability for:

- death or personal injury caused by negligence;

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- fraud or fraudulent misrepresentation;
- any liability that cannot legally be excluded.

Subject to the above, LPS shall not be liable for:

- indirect losses;
- consequential losses;
- loss of income;
- loss of profit;
- business interruption;
- inconvenience beyond that reasonably expected during building works.

LPS's total liability arising under this Contract shall not exceed the total value of the Contract, except where the law provides otherwise.

Nothing in these Terms affects the Client's statutory rights under the Consumer Rights Act 2015.

32. Damage

Whilst every reasonable care is taken, construction work may involve unavoidable disturbance.

LPS shall not be responsible for:

- pre-existing defects;
- hidden pipework or cables not reasonably identifiable;
- damage resulting from undisclosed conditions;
- cracking caused by existing structural movement.

Any accidental damage caused directly by LPS shall be rectified within a reasonable period.

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33. Force Majeure

LPS shall not be liable for delays or failure to perform caused by circumstances beyond our reasonable control including:

- severe weather;
- fire;
- flooding;
- pandemic;
- industrial disputes;
- shortages of labour;
- shortages of materials;
- Government restrictions;
- utility failures;
- acts of God.

Completion dates shall be extended accordingly.

34. Complaints Procedure

Should the Client be dissatisfied with any aspect of the Works they should notify LPS in writing as soon as reasonably practicable.

LPS is committed to resolving complaints promptly and fairly.

Clients should allow LPS a reasonable opportunity to inspect and rectify any genuine workmanship issues before instructing another contractor.

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35. Data Protection

LPS processes personal information in accordance with applicable UK data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

Personal information is used only for purposes including:

- preparing quotations;
- carrying out contracted works;
- invoicing;
- customer communication;
- legal compliance.

LPS will not sell personal information to third parties.

Further information is available within our Privacy Policy.

36. Intellectual Property

All quotations, drawings, schedules, specifications and documentation prepared by LPS remain our intellectual property until payment has been received in full unless otherwise agreed.

They may not be copied, reproduced or issued to third parties without our written consent.

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37. Photographs

LPS may take photographs before, during and after the Works for:

- quality control;
- insurance purposes;
- record keeping.

Photographs identifying the Property or the Client will not be used for marketing without the Client's prior consent.

38. Assignment

The Client may not transfer this Contract to another party without LPS's written agreement.

LPS may appoint suitably qualified subcontractors to undertake parts of the Works whilst remaining responsible for the overall delivery of the Contract.

39. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of **England and Wales**.

Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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40. Entire Agreement

These Terms, together with the accepted quotation and any agreed written variations, constitute the entire agreement between LPS and the Client.

No verbal statements or representations shall form part of the Contract unless confirmed in writing.

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