



Kinsella

Home Improvements Ltd.

Job description

Please read this document very carefully, as it contains the terms and conditions relating to the quotation(s) provided by Kinsella Home Improvements (herein referred to as “the company”) for any and all works to be carried out on the property.

By accepting this quotation, the customer is also accepting the following terms and conditions as set out in this document, or any other documents provided as part of the overall quotation.

1. Relationship between the parties.
 - 1.1. The customer engages the company to provide the services specified in these terms and conditions and attached schedules.
 - 1.2. No term of this agreement of course of dealings between the parties shall operate to make the company an employee or agent of the customer.
 - 1.3. Neither party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other party.

2. Quotation.
 - 2.1. The company shall provide to the customer a proposal for the services to be provided which shall set out:
 - 2.1.1. The services which the company will undertake for the customer.
 - 2.1.2. The price which the customer shall be charged for the performance of the services including:
 - 2.1.2.1. Any fees or expenses which the company shall charge.
 - 2.1.2.2. Any vat or tax element which will be payable by the customer.
 - 2.2. The quotation and a full explanation of the work to be carried out shall be attached to these terms and conditions and where a contract is entered into between the company and the customer, the customer will be deemed to have accepted the content of the quotation documents in full.
 - 2.3. The customer must sign and return the quotation document at least 7 days before work begins. By doing this, the customer acknowledges and agrees, that they have read and understood all information contained in all the provided documents in relation to the quotation. A scanned signed version of the quotation document is acceptable.

3. Terms of payment.
 - 3.1. It is agreed, that the following payments will be made on schedule and without any delay.
 - 3.1.1. A deposit of 50 percent of the full price quoted, must be paid at least seven days prior to any delivery of services/goods.



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- 3.1.2. A further 40 percent will be payable once the half way point in the works has been reached.
 - 3.1.3. Once the work has been completed, the remainder of the bill will be due. This bill must be paid no later than 30 days after issue of the final invoice. Failure to comply with the above, may result in further action being taken against the customer or any other named parties on the quotation documents. It will have an effect on the start date for, or continuation of the works, and may also have an effect on other parties that may be renovating the property at the same time. The company may also refuse to undertake/continue the work, should the above conditions not be met.
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4. Variations to the agreement.
 - 4.1. Any variations including, but not limited to, modifications, omissions, or additions that are made to this agreement must be agreed to by both parties detailing the price and specifications of such variations.
 - 4.2. The parties must make a good faith attempt to agree on all necessary particulars. Such agreements are to be added to this contract. Failure to reach agreement will be deemed a dispute to be resolved by a mutually exclusive third party.
 - 4.3. If work has already begun, and no agreement can be reached, the company is only obliged to perform such works as were quoted for and accepted by the customer.
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5. Customer obligations.
 - 5.1. The customer must pay such sums of money that become due to the company for work carried out.
 - 5.2. The customer will be responsible to cooperate in good faith with the company and must not interfere with the company's progress of work.
 - 5.3. It is understood that timely communication and cooperation are necessary for completion of the work. In addition the following specific obligations, by this reference are incorporated in and made part of this document:
 - 5.3.1. Any pre-existing defects or damage to the property must be brought to the attention of the company by the customer before any work begins.
 - 5.3.2. If the customer is not aware of any pre-existing defects or damage to the property, the company or any of its workers or contractors will not be responsible for any defects or damage that may appear in the property during the works being completed.
 - 5.3.3. The company reserves the right to inspect the property before any work begins. Any defects or damage noted during this inspection will be brought to the attention of the customer.
 - 5.3.4. It is understood, that in order to make the property safe to the company's workers or contractors, that this may effect the overall quoted price.



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- 5.3.5. Should the customer unreasonably refuse to allow the necessary repairs, the company reserves the right to terminate any work that is to begin or has already begun on the property. Should this arise, the customer will be liable for any expensis incurred by the company as a result.
- 5.3.6. Should the company's expensis be less than the monies already paid by the customer, the customer will be entitled to a refund of the outstanding amount within a reasonable time frame.
- 5.3.7. The company or any of its workers or contractors will not be held responsible for any potential problems in relation to any electronic systems such as alarms or closed circuit tv systems that may occur during the work. It is possible, for example, that cables can be buried in walls, or other electronic components such as sensors and cameras can be mounted in the area being worked on. The relevant qualified specialists should be consulted in relation to this if the customer believes that there could be problems with their electronic systems after the work has been completed. If work needs to be carried out to these systems (e.g. disconnection of sensors, movement of cables etc), this should be completed before the company starts work. The relevant qualified specialists can then reinstate the electronic systems once the work has been completed.

Above are some examples of the work that may need to be carried out. Please note, that this is by no means an exhaustive list of problems that may occur with electronic systems.

- 5.3.8. If a plumber needs to perform work on the property, certain issues may arise as a result. These issues cannot be foreseen by the company. When the work starts, complications may present themselves in relation to any piece of equipment that is being moved or changed. E.g. there may be joints in the pipe work that are leaking or completely destroyed as a result of age. The heating system may need rebalancing as a result of radiators being added, removed or changed. Waste pipes may be blocked with detritus as a result of use over time. Piping for water such as sink taps, toilets etc. may be damaged or rotten given its age. If it is the case that the plumber has extra work as a result of any damage or defect, this will affect the overall price of the quotation. In order for the plumber to leave the property in good condition, this further work will be necessary. If the customer does not allow the extra work, the company will not be responsible for any damage/defects that may occur in the future as a result. E.g. the heating system may not work correctly after a radiator is refitted if the plumber is not allowed to rebalance it. The sink waste pipe could remain blocked.

Above are some examples of the work that may need to be carried out. Please note, that this is by no means an exhaustive list of problems that may occur during the plumber's work.

- 5.3.9. Unless otherwise agreed to in writing, it is the customer's sole responsibility to obtain all necessary approvals and permits prior to commencement of the works to be done.



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5.3.10. If there are changes in relation to work being carried out by other parties, the company must be informed by the customer at least 14 days before work begins. An example of this, could be a kitchen redesign by a third party such as Tierney Kitchens, or any other designs/modifications that may be taking place by any other third parties at the same time. The company will not be held responsible for any changes in the work agreed should this not be communicated as stated above. The company does not perform the role of coordinator for any project. As a result of any changes, there may be a need for the company to undertake further work other than that agreed. This will effect the overall price of the quotation. If the customer does not communicate the changes to the company at least 14 days before work begins, the company will not be responsible for any changes in the work agreed, or further work that may need to be carried out as a result. The company may reasonably refuse to undertake this further work should the above conditions not be met. If the customer does not allow this extra work to be carried out, the company will not be responsible for any damage/defects that may occur in the future as a result. Please note, that the examples shown above are by no means an exhaustive list of problems that may occur.

6. Dispute resolution.

6.1. If any dispute arises under the terms of this agreement, both parties agree to select a mutually agreeable impartial third party to help them mediate it.

7. Termination.

7.1. If the customer fails to pay such sums of money that become due, the company will have the right to terminate the agreement if the customer does not remedy the default within seven days.

8. Completion.

8.1. The work specified is considered completed upon approval by the customer, provided that the customer's approval is not unreasonably withheld.