



# Kinsella

Home Improvements Ltd.

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 services/works to be carried out on the property.

A copy of these terms and conditions can also be downloaded from the company’s web site.

By accepting and signing the quotation document, the customer(s) (herein referred to as “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/works 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.
- 1.4. The company approaches its work relationship with the customer in a professional and courteous manner.

The company expects the same courtesy from the customer.

- 1.5. The company expects and requires, that these terms and conditions and the terms of and manner in which the company carries out the services/works, undertake snagging and remedial work and interact with the customer during the course of the provision of services/works are strictly confidential.

Accordingly, the customer acknowledges and agrees that any disclosure of the relationship between the company and the customer either with respect to these terms and conditions and/or the services/works provided under these terms and conditions and disclosure of any discussions pertaining to the relationship between the company and the customer are and shall at all times be strictly confidential for the term of these terms and conditions and for a period of 5 (five) years thereafter.

- 1.6. In the event of these terms and conditions conflicting with any other terms and conditions, then these terms and conditions shall prevail.



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1.7. Failure or delay by the company in enforcing or partially enforcing any provision of the contract shall not be construed as a waiver of its rights generally under the contract.

1.8. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part then the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

1.9. Should the customer post or share negative reviews in relation to the company in any way before, during or after the services/works have been completed, the company reserves the right to take any/all action it deems to be appropriate.

This may include but is not limited to:

- Legal proceedings through the courts system.

Accordingly, the company reserves the right to seek compensation, legal fees etc, should this situation arise.

1.10. These terms and conditions are governed by the laws of Ireland.

The customer and the company acknowledge and agree that they are subject to the exclusive jurisdiction of the courts based in the Dublin Metropolitan District only.

## 2. Interpretation.

2.1. a ("business day") shall mean any other day excluding a Saturday, Sunday, bank holiday or national holiday, unless otherwise agreed between the company and the customer.

2.2. The headings in these terms and conditions are for convenience only and shall not effect their interpretation.

## 3. Documents/emails.

3.1. Any/all relevant documents issued to the customer will be password protected for security reasons.

The company accepts no responsibility/liability should this password be acquired or any documents altered as a result in any way by a third party.



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3.2. Under no circumstances, will the company send any bank details by email.

Any emails purporting to be from the company stating that bank details or passwords have been changed should be immediately deleted.

Any/all documents which may be attached to such emails should also be immediately deleted.

It is the responsibility of the customer to report such emails to the company.

## 4. Quotation.

4.1. The company shall provide to the customer a proposal for the services/works to be provided which shall set out:

4.1.1. The services/works which the company will undertake for the customer.

4.1.2. The price which the customer shall be charged for the completion of the services/works including:

4.1.2.1. Any fees or expenses which the company shall charge.

4.1.2.2. Any vat or tax element which will be payable by the customer.

4.2. The quotation and a full explanation of the services/works 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 any /all documents provided in full.

4.3. Only the current version of the quotation documents issued to the customer are considered to be valid.

Any/all documents which may have been issued to the customer in relation to previous quotations/contracts, are deemed to be invalid.

4.4. The customer must sign and return the quotation document at least 14 (Fourteen) working days before the quotation documents become invalid.

By doing this, the customer acknowledges and agrees, that they have read and understood/accepted any /all information contained in any/all provided documents in relation to the quotation.

A signed scanned version of the quotation document is acceptable.

4.5. If the customer Fails to comply with the above, the company shall reserve the right to declare any and all contracts/signed documents invalid.



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- 4.6. Should further call-outs to the property be required in relation to the quotation each call-out will be charged to the customer at a rate of €120.00 incl vat.

This charge is payable immediately to the company representative at the time of the visit.

If the customer is unwilling to pay this charge, no further visits will be made, and only the current version of the documents will be valid, subject to the conditions above.

- 4.7. The company or the customer may at any time cancel the quotation/contract for any reason prior to the customer's acceptance or rejection of this quotation.

If this occurs, the customer/company must explain in full the reason(s) for the cancellation.

- 4.8. Should the customer wish to change any details of the services/works to be carried out, the customer must notify the company by writing/email at least 14 (Fourteen) working days before the services/works begin.

- 4.9. The company shall endeavour to make these changes if reasonable, and any additional costs will be payable immediately by the customer.

- 4.10. If, due to circumstances beyond its control, the company has to make any changes in the services/works or the arrangements relating to the provision thereof, it shall notify the customer within a timely manner by writing/email.

The company shall not be responsible/liable should these changes affect other parties engaging in works or provision of services/goods at the same time.

- 4.11. The company shall endeavour to keep any such changes to a minimum and shall seek to offer the customer arrangements as close to the original as is reasonably possible.

- 4.12. Prices set out in the quotation documents are correct at the time of issue but may be subject to change should the quotation become invalid, or at the company's discretion.

- 4.13. Any monies paid by the customer will be fully refunded, excluding any expenses that may be incurred by the company or its representatives/employees in relation to the quotation, should the quotation be cancelled by the company or the customer, or the quotation becomes invalid.

This will include but is not limited to:

- A standard administration fee of €100.00.



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- 4.14. If expenses are incurred by the company or any of its representatives/employees, a full account of these expenses will be given in writing to the customer should any monies be deducted, excluding the standard administration fee mentioned above.
- 4.15. The customer shall allow a reasonable period of time for this refund (if any), to be processed should any monies be owed.
- 4.16. Should the company or any of its representatives/employees incur expenses greater than monies already paid by the customer to the company, the customer shall be liable for these expenses which must be paid immediately.
- 4.17. The customer shall provide bank details to the company in order for the refund (if any) to be processed.

At no time, shall the company refund the customer using any other type of process such as credit/debit cards, cash, etc.

- 4.18. The company shall not be held responsible/liable for any problems refunding the customer should the customer provide invalid bank details.

Should the company make a successful transfer of monies owed to a bank account which is not held by the customer, the information relating to the transaction will be provided to the customer.

Should this happen, the company accepts no responsibility/liability for recovery of any monies paid to any account not held by the customer.

It will be the customer's responsibility to rectify any problems that may occur.

- 4.19. Upon receipt of a refund (if any), the customer shall provide to the company, any/all information requested, in order to verify that the refund has been successfully processed.
- 4.20. Upon completion of this process, the company shall deem any/all documents issued to the customer to be completely and entirely invalid.
- 4.21. This refund (if any) is also subject to clause 11 below.
- 4.22. The quotation is deemed to be a fixed price agreement, from the time that services/works begin.
- 4.23. Should the company be asked during the services/works to undertake further services/works on behalf of the customer or any other agent employed/contracted by the customer at that time, the customer will be billed for these services/works separately.

These extra monies must be paid immediately to the company.



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Failure by the customer to pay these monies, will result in the extra services/works not being started/completed by the company.

The company shall provide to the customer, a separate set of documents relating directly to these extra services/works, if requested by the customer.

Under no circumstances, shall the customer arrange with the company, to have these extra monies added to the final invoice.

#### 5. Terms of payment.

5.1. The customer agrees, that the following payments will be made on schedule and without any delay.

5.1.1. A deposit of 50% (Fifty Percent) of the full price quoted, including any taxes/other government expenses must be paid at least 14 (Fourteen) working days prior to the quotation becoming invalid.

5.1.2. The remaining 50% (Fifty Percent) of the outstanding balance must be paid at least 14 (Fourteen) working days before the services/works begin.

Failure to pay the above will result in all services/works being cancelled entirely.

5.1.3. The company reserves the right to ask for any monies at any time that may be required for special orders such as made to measure windows, doors etc.

5.1.4. When making payments, the customer agrees to use their assigned customer number as part of the transaction information.

This customer number can be found on the quotation documents issued to the customer directly related to the services/works to be undertaken.

If the customer number is not used to identify a payment, no receipt or any other document shall be issued confirming the payment until it has been confirmed by the company to be that of the customer.

5.1.5. The company reserves the right to ask for any and all information relating to the transfer of monies owed, as proof of payment.

This information shall be provided by the customer to the company immediately upon request.



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This may include but is not limited to:

- Picture(s) of the actual money transfer transaction from the account held by the customer to the company's account.

5.1.6. Any outstanding monies (if any) must be paid no later than 14 (Fourteen) days after issue of the final invoice (if any).

If the customer fails to pay the balance quoted on the invoice within this time frame, the company reserves the right to charge the customer an interest rate of 1.5% (One And One Half Percent) per month on monies owed.

Failure to comply with the above, will result in further action being taken against the customer or any other named parties on the quotation documents.

This may include but is not limited to:

- Legal proceedings through the courts system.

This may also have an effect on other parties that may be renovating the property at the same time.

The company may also reasonably refuse to undertake/continue/complete the services/works, should the above conditions not be met.

## 6. Retention of title.

6.1. The customer acknowledges and agrees that all goods remain the property of the company until they are paid for in full and that the company has full right and authority to uninstall/remove any/all of its goods if payments that are due to the company are not made, or if these terms and conditions are not accorded with by the customer.

6.2. As the agreed payment arrangements specified in clause 5 above should be honoured, the customer additionally agrees that they will raise no objection to the company enforcing its rights under this clause should action be required.



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## 7. Variations to the agreement.

- 7.1. 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.
- 7.2. 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.

- 7.3. If the services/works have already begun, and no agreement can be reached, the company is only obliged to perform such services/works as were originally quoted for, paid for and accepted by the customer.

## 8. Customer obligations.

- 8.1. The customer must pay such sums of money that become due to the company for services/works to be carried out.
- 8.2. The customer will be responsible to cooperate in good faith with the company and must not interfere with the company's progress of work.
- 8.3. It is understood that timely communication and cooperation between the customer and the company are necessary for completion of all services/works.
- 8.4. In addition the following specific obligations, by this reference are incorporated in and made part of this document:
  - 8.4.1. Any pre-existing defects/damage to the property must be brought to the attention of the company by the customer before any services/works begin.
  - 8.4.2. If the customer is not aware of any pre-existing defects/damage to the property, the company or any of its representatives/employees/contractors shall not be held responsible/liable for any defects/damage that may appear in the property during the services/works being completed.
  - 8.4.3. The company reserves the right to inspect the property before any services/works begin.

Any defects/damage noted during this inspection will be brought to the attention of the customer.





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8.4.4. The customer agrees, that in order to make the property safe to the company's representatives/employees/contractors, it may be necessary to complete further works.

This will effect the overall price of the quotation.

If further expenses are incurred as a result, the customer shall be liable for these expenses, which must be paid immediately, or at the company's discretion.

8.4.5. Should the customer unreasonably refuse to allow the necessary repairs/services/works, the company reserves the right to terminate any services/works that are to begin or have already begun on the property.

Should this arise, the customer will be liable for any expenses incurred by the company as a result.

8.4.6. The customer will obtain any permissions, consents, licences or other documents required to enable the company to complete the services/works agreed.

This may include but is not limited to:

- checking with the local authority(s) for any protection orders, planning permissions etc.

8.4.7. The company shall not be responsible/liable for any delay or failure to engage in services/works, where such delay or failure is due to the customer's failure to comply with these terms and conditions.

8.4.8. The company reserves the right to ask the customer to remove any vehicles/items/obstacles etc. Before or during the services/works agreed.

If this is not adhered to, the company accepts no responsibility/liability for any damage that may be caused to said property as a result.

8.4.9. Under absolutely no circumstances, shall the company install laminate/semi-solid/wooden flooring in a kitchen area, or any other area deemed unsuitable for this type of flooring, unless the customer accepts full responsibility/liability should any damage etc. occur to the flooring after installation.

The company shall not be held responsible/liable for any damage to any pre-existing type of flooring, before, during or after the services/works.



An example of such damage may include but is not limited to:

- Water damage from pre-existing pipe work.
- Leaks as a result of any plumbing work.
- Leaks from any appliances both old and new.

If a third party installs any type of flooring before, during or after services/works by the company, any damage as a result will be the sole responsibility of that third party and its representatives/employees/contractors.

8.4.10. The company accepts no responsibility/liability for any damage caused to its services/works during or after completion, by services/works being carried out by third parties during or after.

This may include but is not limited to:

- Water damage as a result of the installation of temporary work-tops.
- Movement of plumbing to facilitate the installation of appliance(s).
- Damage caused by the installation of work-tops such as quartz, granite etc.

any damage/defects as a result will be the sole responsibility of that third party and its representatives/employees/contractors.

8.4.11. The company or any of its representatives/employees/contractors shall not be held responsible/liable for any potential problems in relation to any electronic systems such as alarms or closed circuit tv systems that may occur during the services/works.

Such examples include but are not limited to:

- cables buried in walls, or other electronic components such as sensors and cameras mounted in the area being renovated.

The relevant qualified specialists should be consulted in relation to this if the customer believes that there could be problems/damage to their electronic systems at any time during or after the services/works being undertaken by the company or any of its representatives/employees/contractors.

If work needs to be carried out to these systems (e.g. disconnection of sensors, movement of cables etc), this must be completed at least 14 (Fourteen) working days before the services/works begin.



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The company reserves the right to insure that this has been done, should it be deemed necessary.

8.4.12. When services/works begin, further complications may present themselves as a result.

These issues cannot be foreseen by the company.

Such examples may include but are not limited to:

- joints in the pipe work that are leaking or completely destroyed as a result of age.
- heating system(s) that may need rebalancing as a result of radiators being added/removed/changed.
- waste pipes being 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 such issues arise, further services/works may be necessary.

The company reserves the right to charge the customer reasonable expenses for these further services/works.

If the customer refuses to allow these further services/works, the company shall not be held responsible/liable for any damage/defects that may occur then or in the future as a result.

8.4.13. If old/inferior appliances are to be reused, the company will not guarantee that they will not leak or be otherwise damaged after reinstallation.

8.4.14. The company shall accept no responsibility/liability for any leaks, electrical problems etc. From the reuse or connection/reconnection of new/old appliances.

8.4.15. The company shall accept no responsibility/liability for any old/inferior electrical, plumbing or any other attachments/connections leading to these appliances.

e.g. a soft water filter could leak after the reconnection of a fridge, sink etc.

8.4.16. The company, if requested to do so, will reconnect appliances both old and new, given customer acceptance of the above.

8.4.17. Absolutely no guarantee is given as to their ability to function to the customer's expectations.

8.4.18. Under absolutely no circumstances shall the company disconnect, modify or reconnect any gas supply or gas appliances.



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Should there be a need to carry out work on any appliances or boilers connected to a gas supply, the customer must insure an R.G.I. registered contractor is used to undertake/complete this work.

Any problems/defects that may occur then or in the future in relation to this work shall be the sole responsibility of that contractor and their representatives/employees/contractors.

8.4.19. If there are changes in relation to services/works being carried out by a third party, the company must be informed by writing/email by the customer at least 14 (Fourteen) working days before services/works begin.

Examples of this include but are not limited to:

- a kitchen redesign by a third party, or any other designs/modifications that may be taking place by any other third parties during the services/works.

The company shall not be held responsible/liable for any changes in the services/works agreed should this not be communicated as stated above.

8.4.20. The company does not perform the role of coordinator for any project.

8.4.21. As a result of any changes, there may be a need for the company to undertake further services/works other than those agreed.

This will effect the overall price of the quotation.

If the customer does not communicate the changes to the company by writing/email at least 14 (Fourteen) working days before services/works begin, the company shall not be held responsible/liable for any changes in services/works agreed, or further services/works that may need to be carried out as a result.

The company may reasonably refuse to undertake these further services/works should the above conditions not be met.

If the customer refuses to allow these further services/works to be carried out, the company shall not be responsible/liable for any damage/defects that may occur in the future as a result.



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9. Dispute resolution.

9.1. 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.

10. Practical completion.

10.1. The services/works are considered complete upon approval by the customer, provided that the customer's approval is not unreasonably withheld.

This must be communicated to the company by writing/email.

10.2. It is the sole responsibility of the customer, to inform the company of any defects found in relation to the services/works carried out by the company by writing/email within 14 (Fourteen) working days of completion.

10.3. The company shall not be held responsible/liable for any defects/damage after this time.

10.4. The company shall remedy/repair any defects that the customer may find relating directly to the services/works carried out by the company, given the circumstances described above.

10.5. Should a third party start work during or after this time, the company shall not be held responsible/liable for any defects/damage caused to its services/works by said third party.

11. Termination.

11.1. The customer agrees not to abuse/bully/intimidate any of the company's representatives/employees/contractors In any way, before, during or after the services/works are being provided/completed.

11.2. the company shall terminate all services/works immediately should this situation occur.

Any/all agreements entered into between the company and the customer shall become invalid.

Any outstanding monies owed to the company shall be paid immediately.

Any/all documents issued to the customer by the company will also be deemed to be invalid.



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The customer shall not be entitled to a refund of any monies that have been paid to the company.

11.3. The company may terminate the provision of any /all services/works immediately if the customer commits a material breach of their obligations under these terms and conditions, or the customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

11.4. Should the customer alter in any way, or at any time, any and/or all documents sent by the company, this will result in full termination of services/works to be undertaken, or services/works that have begun.

The company or any of its nominated representatives will immediately undertake any legal services/proceedings available to the company against the customer should this occur.

The customer shall be liable for any expenses incurred by the company in relation to these services/legal proceedings if undertaken.

Given the above conditions, the company, at no time, will reimburse the customer for any legal/other expenses incurred by the customer as a result.