

## **PLATINUM HOME SERVICES** **TERMS & CONDITIONS**

### **OBLIGATION:**

PHS shall subject to these Terms & Conditions carry out the Work in accordance with the Specification and in a prompt and efficient manner.

### **COMMENCEMENT OF WORKS:**

Unless a specified date or period of commencement of work has been agreed between the parties PHS shall commence work when its practicable for us to do so based on our current work. The Customer shall make all arrangements reasonably required by PHS and without charge to enable PHS to commence work on arrival of workmen and/or equipment and/or materials.

### **PAYMENT:**

The Customer agrees that they will pay PHS the contract sum together with any IVA properly chargeable upon the contract sum with the Term period specified on each individual invoice. PHS reserves the right to revise the rates stated in the Quotation consequent upon any increase in the cost of materials, goods, services, transport or other unforeseen contingencies.

The said rates are based on the assumption that the site conditions are as notified to PHS before the date of the Quotation. If PHS encounters any harmful materials or obstruction not previously notified/foreseen then the quoted rates may be amended to take account of incurred costs to PHS on carrying out the works.

Unless otherwise stated any outstanding balance is payable in full on the day work is completed.

### **SUSPENSION OF WORK:**

PHS will be entitled to suspend works for the following eventualities:

Until payment is received from any interim invoices submitted in accordance with the payment terms specific to the Customer.

A winding up order being made or resolution passed against the Customer.

Any termination or suspension shall be made without prejudice to any payment claim PHS may have.

PHS will be entitled to full payment as specified in the quotation for work done and materials supplied up to the date of suspension.

### **SPECIAL ORDER ITEMS :**

Any items specially ordered by PHS for the customer cannot be returned or exchanged unless by agreement with the supplier, a handling charge may apply.

### **MATERIALS:**

Many materials, especially natural products suffer from shading and variation in size and thinness. This is not a fault but a characteristic of the material. PHS cannot be liable for any change in the colour / shade / size of material being supplied by a manufacturer, agent or shop. PHS will always try to use the exact products seen by the client but PHS may need to change a product or finish due to a change in supplier or variation in production, PHS will inform the customer prior to any goods being fitted or supplied to site.

### **MATERIALS ON SITE:**

Any materials delivered to the Customers site become the responsibility of the Customer. PHS is not responsible for any loss, damage, pilfering or extra expense caused by such losses after delivery of materials to site.

The materials once delivered shall be at Customers risk but shall remain the sole and absolute property of PHS as legal owner until such time as Customer has paid to the company the full price for the materials together with the full price of any other goods the subject of any other contract with the company.

The company may for the purpose of recovery of its materials supplied to the Customer enter any premises where they are stored or where they are reasonably thought to be stored and may repossess and resell the same.

### **LIMITATION OF LIABILITY:**

PHS shall carry out the works as stated in the quotation with reasonable care and skill.

If the Customer deems the work not to a reasonable standard he will immediately or within 14 days of the date of final invoice on completion of the works notify in writing to PHS any such defects. PHS

will examine and should any examination show any failure to comply with the quotation shall repair or make good the relevant defect at no extra cost to the customer.

PHS will accept no liability whatsoever in the following;

Damage or defects caused by the Customer.

Damage or defects caused by circumstances beyond the control of PHS.

Damage caused to cables or pipes, gas, water, electric mains or sewers or any underground services, the existence, location and depth which has not been disclosed to PHS 7 days prior to commencement of works.

Water pollution, heave, flooding or subsidence which was not evident prior to PHS starting work..

Ditches slumping due to flooding or other cause beyond the control of PHS.

The failure of any drainage system to provide adequate drainage where such defect is mainly due to the design upon the basis of which the drainage was installed unless the design was that of PHS in which case PHS shall not be exempted from liability.

Settlement of fill over drain runs or gravel in sand slits unless a specific agreement has been made in the quotation.

Where a design / build of an area, item, system was aimed at keeping costs as low as possible for the Customer and the Customer was warned in writing before entering into the contract that the design might be inadequate for its purpose.

Where a design / build of an area, item, system was done by PHS for the client after a survey but the client asked for the area, item, system to be changed against the advice of PHS and country to the original quotation due to cost or aesthetics.

#### INDEMNITY:

The Customer shall indemnify PHS against all liability loss damage or cost incurred by PHS by reason of:

Any act of omission occurring during the execution of the works or PHS compliance with its obligations hereunder insofar as such liability loss damage or cost has been caused by the negligence or fault of Customer and/or his employees or agents.

Any claims made by a third party against PHS in the course of or arising from the execution of the works, act or omission occurring during the course of PHS compliance with its obligations.

#### MISCELLANEOUS:

If any provision of these terms and conditions shall be determined to be invalid or unenforceable or illegal then this shall not affect the validity of the remaining provisions of the above terms and conditions, which shall be interpreted as if such invalid provisions had not been inserted.

#### CUSTOMERS UNDERTAKING:

The Customer undertakes to provide adequate warning to (if any) their personnel including their own Customers to heed caution during PHS execution of the work and to respect the safety of PHS employees whilst executing the work. PHS require adequate notice of any delay in agreed works due to start from the customer as materials, machinery, equipment, labor will have been organized prior to work starting. The customer must have sufficient funds to pay for any goods / works started or undertaken by PHS, disruption in works due to lack of funds by the customer could result in additional charges for equipment, labor and compensation to PHS, this reasonable amounts must be paid by the customer on application of an invoice from PHS. Any damage to vehicle, machinery or personnel will be chargeable to the Customer.