

## 1. The Quotation

- 1.1. The quotation we have given you is valid for 14 days from the date of issue.
- 1.2. Please take time to acquaint yourself with this contract. If there is anything you do not understand, or if you require clarification on any point, please contact us.

## 2. Deposit Payments

- 2.1. Any deposits and advance payments that you make to us can only be used to carry out work under this contract.

## 3. Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the date of the contract. To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement, by contacting us by phone or email.

## 4. Effects of Cancellation

If you cancel the contract within the cancellation period, we will return to you any deposit paid.

## 5. Terms of Payment

Our invoice must be settled in full, immediately following your receipt of it.

## 6. Late Payment

If our invoice is not settled in full on receipt, we shall be entitled to charge interest on it (on a daily basis) on the full amount due at the daily published Bank of England base rate plus 4%, and that from the date of invoice until payment.

## 7. Recovery of Fees

Fees outstanding for more than one calendar month will normally be passed for formal recovery. In addition to being responsible for any and all interest accrued on such sums outstanding, you will also be liable for any and all costs incurred by us in respect of such recovery, including, but not limited to, Sheriff Officer's fees and court fees.

## 8. Force Majeure

We shall not be liable to you for any loss as a result of force majeure which shall include (but not be limited to) Acts of God, war, strikes, lock-outs, civil commotion, mechanical or technical difficulties, or any other cause outwith our reasonable control.

## 9. Variations

- 9.1. Any variations including, but not limited to, modifications, omissions or additions that are made to this agreement must be agreed to in writing by both parties detailing the price and specification of such variations.
- 9.2. The parties must make a good faith attempt to agree on all necessary particulars. Such agreements are to be evidence in writing, signed by the parties and added to this contract. Failure to reach agreement will be deemed a dispute to be resolved as per paragraph 11.

## 10. Company Obligations

- 10.1. The company will carry out the works with reasonable skill, care and diligence pursuant to all applicable standards and industry practice and in compliance to all relevant building regulations and statutory requirements.
- 10.2. On completion your Guarantee documentation will be provided upon full payment for the works carried out.

## 11. Dispute Resolutions

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.

## 12. Third Party Rights

The parties hereby confirm the terms of this contract shall not, and shall not purport to, confer on any third party any right to enforce any term of the agreement for the purposes of the Contract (Third Party Rights) (Scotland) Act 2017.

## 13. Insurance

The company will have the appropriate Contractors All Risks insurance, Public Liability insurance and, if applicable, Employers Liability insurance.

## 14. Our Rights

- 14.1. If within fourteen days of us informing you in writing of a serious breach of your obligations to us, you have failed to rectify this breach, we will have the right to cancel this contract.
- 14.2. Should we suffer any losses due to a breach of this contract then we will be entitled to reasonable compensation to cover these losses. We are required to attempt to keep all losses to a minimum.

## 15. Governing Law

These terms and conditions shall be governed by Scots Law and are subject to the exclusive jurisdiction of the Scottish Courts.