



Terms & Conditions of Trade

General Conditions.

- 1.** These Terms and Conditions apply to the contract for works between MRM Joinery & Building Services Ltd., (herein after referred to as MRM) whose registered business office is: Westwater Westwater, West Road, Muir of Ord, Highland, Scotland, IV6 7QW, and whose company registration number is: SC707473, and the Client, who is identified and referenced in the quotation and/or estimate for the works defined, as has been provided to the Client by MRM.
- 2.** Acceptance by the Client of the MRM quotation and/or estimate for the works as detailed, includes acceptance of these Terms and Conditions.
- 3.** The works are to be carried for the agreed fixed or estimated price as detailed in the quotation and/or estimate provided by MRM and signed as accepted by the Client, plus VAT and any other statutory taxes at the prevailing rate.
- 4.** The works are to be carried out at the address specified in the quotation and/or estimate as provided by MRM.
- 5.** The confirmed commencement date of the works is as mutually agreed following receipt of the signed Client acceptance by MRM of the quotation and/or estimate for the works.
- 6.** Unless otherwise specifically agreed and documented between MRM and the Client, the anticipated completion date for the works is a provisional estimated date.
- 7.** Any prior mutually agreed variation to these Contract Terms and Conditions shall be detailed on the MRM quotation provided to the Client.
- 8.** Any subsequent mutually agreed variation to these Contract Terms and Conditions as accepted by both parties, shall be recorded as such, and retained by both parties.
- 9.** Such variations as described under **7.** and **8.** above, will apply in conjunction with these Terms and Conditions except as specifically agreed otherwise and recorded as such.
- 10.** All parties acting jointly as the Client, e.g. including but not limited to, domestic parties (spouses and co-habiting parties etc.), commercial enterprises, public organisations, associations, charities etc., shall be jointly liable for the fulfilment of these Terms and Conditions relating to any works arising from an accepted MRM quotation and/or estimate.

Obligations of MRM.

- 1.** MRM agrees to carry out the works as detailed on the quotation and/or estimate provided to and duly accepted by the Client, in a timely, professional and competent manner.
- 2.** MRM agrees to meet with all regulatory safety standards and certification requirements at all times.
- 3.** MRM agrees to maintain at all times the relevant required professional accreditation and registration with all relevant Scottish and/or UK agencies, and to provide evidence of such accreditation upon request.
- 4.** MRM agrees that all relevant statutorily required Certificates of Compliance shall be issued at the completion of all works.
- 5.** MRM assures that all operatives involved with the work shall be appropriately qualified and/or skilled for the work they undertake, and that all apprentices and non-skilled operatives shall be properly instructed and supervised at all times.
- 6.** MRM agrees to comply with all Health and Safety requirements and directives as issued by the Health and Safety Executive (HSE) in respect of all parties (Client, workers and other persons) as related to, and relevant to, the work of MRM.
- 7.** MRM obligates that all materials supplied shall be of the standard specified within the quotation provided to the Client and in all relevant cases shall comply with the relevant current British, European or International Standard as appropriate.
- 8.** MRM warrants that all equipment, tools, machinery and sundry items utilised in the fulfilment of its work shall be of the appropriate type, and will meet the current safety standards, at all times.
- 9.** Where design/installation drawings, calculations and installation or equipment manuals are produced or supplied by MRM to the Client, one copy of each document shall be provided in either paper or electronic format, as requested by the Client. Where additional copies are requested by the Client these may be subject to charges at the discretion of MRM. All design and installation documents and manuals supplied shall remain the property of MRM until full payment has been received.

Client Obligations.

- 1.** The Client shall ensure that access to the premises and area[s] of the works is cleared of furniture and any other impediments and is available to MRM operatives at all working times, which are generally Monday to Friday 0800h until 1700h, unless agreed otherwise, and where appropriate specified and recorded.
- 2.** The Client is responsible for the removal of all personal and valuable items from the area of work prior to the work commencing.
- 3.** Unless otherwise specifically agreed and recorded, the Client is obligated to ensure that the premises/area of work is appropriately protected from unauthorised access at all times outside of the normal or agreed hours of work by MRM.
- 4.** Unless otherwise specified and recorded as such, risk for loss and/or damage for all materials and equipment delivered to the Client's property or work site/area shall pass to the Client upon delivery and receipt to the Client's property or work site/area.
- 5.** The Client shall be responsible for the provision of work site services and facilities (water, electrical and toilets etc.) for use by MRM operatives, unless prior specific alternative arrangements are agreed and recorded as such.
- 6.** Where the works are to be carried out at an unoccupied property or proposed future dwelling of the Client, conditions **1.** to **5.** above will remain applicable unless prior specific alternative arrangements are agreed and recorded.
- 7.** The arrangement of Gas, Water and Electrical supply company permits, and those required from any other statutory authority, company or organisation, such as, but not limited to; Building Control, Access and Road Use permits etc. shall be the responsibility of the Client unless otherwise specified and agreed accordingly. It shall be the Client's responsibility to pay all fees or charges in respect of all required permits. Any requirement for MRM to arrange for the installation of such services, facilities and/or permits shall be charged at an agreed price, or rate per hour, prior to the commencement of works.
- 8.** Where the Client employs other trades or companies involved in the same project, or a related or impinging project as that undertaken by MRM, it shall be the Client's responsibility to organise the other parties and to avoid any impedance of any MRM works. Any delay in fulfilling a contract, causing costs to MRM, as a result of other trades or Client requirements, shall be itemised by MRM and it shall be the responsibility of the Client to defray such costs.

9. The Client shall be liable for any costs arising out of, or related to, any existing and/or old, non-standard or poor quality workmanship, adjacent to or connected to the agreed work to be carried out by MRM. Such cost liability shall be in respect of, but not limited to, existing pipework and services, mechanical items, tiled surfaces, wood and paintwork and fixture installations.

10. Unless otherwise agreed and documented, the Client shall be responsible for any incidental redecoration or other works resulting from MRM carrying out any requested work.

Variations and Changes to Work.

1. Requested variations or additions to an accepted quotation and/or estimate and/or works underway, are to be agreed by both parties and shall be confirmed in writing by MRM to the client, including the agreed cost variation.

2. Such agreed and confirmed variations shall be signed as accepted by the Client. Or if appropriate, subject to a separate quotation and/or estimate to be duly signed as accepted by the Client, and if necessary, making reference to the original Quotation and/or Estimate.

Variations to Quoted Price.

Material prices that may be liable to fluctuation by the manufacturer and/or supplier will be notified to the Client within the original quotation and/or estimate and subject to approval by the Client prior to ordering.

Timescale for Works:

1. The indicative timescale for any works to be carried out is as indicated upon the MRM quotation provided to and accepted by the Client.

2. Where a specific timescale and date for the completion of works is agreed by both parties this will be noted on the quotation.

3. If an agreed project commencement date is postponed, or a project is delayed at the request of, or as a result of Client actions, or Client employed other trades or companies involved in the same or adjacent project[s], it shall be the Client's responsibility to defray any resulting costs incurred by MRM. Such costs shall be itemised by MRM and shall include, but not be limited to, labour, materials, hire charges, overheads and profit.

Force Majeure and Unavoidable Delays:

- 1.** MRM shall not be responsible for any loss or damage arising out of delay in the completion of any works due to any cause beyond the control of MRM.
- 2.** Neither party shall be liable for any failure or delays to any works which are outside of the reasonable control of either party. Any such events will include, but not be limited to, weather related incidents, natural disasters, general power or services outages - including generalised internet failure, Covid or other pandemic related events and restrictions, and general or project specific supply chain delays or restrictions.

Terms of Payment.

- 1.** In the case of a fixed quoted price being provided by MRM, the Client agrees to pay MRM the quoted price, including such taxes as statutorily levied by the Government at the rate applicable at the time, in accordance with the terms as detailed herein.
- 2.** In the case where final prices are unknown and an estimated price is provided by MRM to the Client, the Client agrees to pay MRM the final agreed defined price (supported by documentary evidence of final costs as necessary), and including such taxes as statutorily levied by the Government at the rate applicable at the time, as invoiced and in accordance with the terms as detailed herein.
- 3.** Any variations to the standard payment terms will only be as agreed by both parties and recorded as such.

Deposit.

- 1.** Unless otherwise specifically agreed and documented, a 20% (twenty percent) deposit of the quoted and/or estimated price (plus VAT at the applicable rate) is payable by the Client to MRM, upon acceptance of a MRM quotation, to reserve the allocation of labour, resources and material lead times etc., for the works to be undertaken.
- 2.** The deposit amounts shall be refundable if by Client instruction any works do not proceed, with any documented costs incurred by MRM deducted. Such costs shall include but not be limited to, labour allocated that cannot be reassigned, non-returnable materials or equipment ordered or delivered, restocking and other surcharges, and transport.
- 3.** The total amount of deposit paid will be deducted from the quoted price for any works. Following payment of the deposit a statement of receipt for the amount of deposit paid, and the remaining amount due for the works shall be provided to the Client.

Frequency of Stage Payments.

Unless otherwise specifically agreed and documented, stage payment applications, based on the work carried out, and costs expended such as items ordered and/or delivered and expenditure committed, shall be submitted by MRM after the first two week working period, and thereafter every 2 (two) weeks until completion of the works.

Payment Periods.

Payment of all agreed application amounts and final invoices, inclusive of all taxes, shall be made in full by the Client, within 5 (five) working days of their submission by MRM. A dated payment application receipt or final invoice will be provided to the Client following receipt of payment for each stage payment application and final invoice.

Retention of Payment Percentage.

Unless by prior specific and recorded agreement, there shall be no retention percentage, or any variation thereof, applied to any works carried out by MRM.

Method of Payment.

Payment of MRM applications and tax invoices are to be made by direct bank transfer to the MRM account as per the details provided to the client. No other method of payment will be accepted.

Unpaid or Overdue Amounts.

1. Overdue payment will, at the discretion of MRM, be charged at the prevailing UK Government recommended rate of interest and compensation for overdue accounts.
2. In the event of default by the Client in respect of any sums due, the Client will be liable for all costs incurred by MRM in recovering the outstanding amount[s].
3. MRM shall retain full title to any goods, materials and equipment supplied until payment of the full invoiced amount is received.
4. In the event of any late or overdue payment by the Client or unresolved dispute concerning works and/or payment, MRM reserves the right to discontinue work until the overdue payment is received and/or any dispute is resolved.

Guarantees and Indemnities.

- 1.** MRM guarantees that it will maintain Employee and Public Liability Insurance at all times, and provide evidence of such Insurance upon request.
- 2.** MRM guarantees all work, materials and equipment for 1 (one) year from the date of installation, commencement of use or substantial completion of the works, as appropriate.
- 3.** In the event that a manufacturer or supplier of any equipment or materials provides a guarantee for a period of more than one year, this will be notified to the Client. Any such supplier or manufacturer extension of equipment or materials guarantee shall not apply to any associated works carried out by MRM. It shall be the Client's responsibility to enforce any additional guarantee exceeding the statutory first year.
- 4.** MRM shall not be liable under the terms of any guarantee if the failure or defect of the materials or equipment is found to be as a result of misuse, or has been caused by any such incidents as indicated under 'Force Majeure and Unavoidable Delays' above.
- 5.** In the event of any actual or suspected defect found within the guarantee period - the Client agrees to inform MRM as soon as is practicable after the actual or suspected fault or defect is discovered or observed. The Client further agrees to grant reasonable access to the relevant site or area of work to MRM personnel or representative personnel as appointed and necessary, to inspect and rectify the suspected fault or defect. Failure by the Client to notify MRM or deny reasonable access shall invalidate the warranty in respect of the particular issue.
- 6.** The Client shall be responsible for ensuring the safe keeping and insuring as appropriate all equipment and materials delivered to the work premises in preparation for installation.

Termination.

- 1.** Following acceptance of the MRM quotation for the work to be carried out, if for any reason the Client should wish to cancel or terminate the contract, the Client will be liable for all reasonable related costs and losses of MRM up to the date of termination, including the loss of usual and expected profit.
- 2.** Such costs as indicated above, will be itemised for the Client and invoiced for immediate payment. The costs will include, but not be limited to; labour (including any and all design and administration etc), materials and equipment purchased, including goods ordered but not received, and freight and restocking charges which may be applied by suppliers, and labour booked that cannot be re-assigned. All such termination costs shall include the MRM

usual profit element up to the date of termination and if applicable, to the proposed period of the relevant contract.

Communication.

1. All notifications and communication between MRM and the Client shall be made to the usual registered address or usual electronic address of either party.
2. Notifications and communications can be provided by post (including registered mail), courier or by e-mail. Where receipt of a notification is required it should be requested by the sender and provided by the recipient upon receipt of the notification.
3. All notifications and communications sent and received by either party should be retained.

Confidentiality and Data Protection.

Both MRM and the Client shall at all times respect the confidentiality of all information related to any quotation, estimate and/or contract and will at all times observe the requirements of the UK General Data Protection Regulations (GDPR) as amended and effective from the 1st January 2021.

Photographs and Publicity.

1. The Client accepts that MRM shall be entitled to take photographs during the progress of the works, including both before commencement and after completion for their records and for possible publicity purposes.
2. Where any such photographs are used for publicity purposes MRM warrants that no identifying features or names, relating to both the Client and the location shall be included, unless specifically authorised in writing by the Client.

Jurisdiction.

All contracts and any agreed variations and any resulting adjudication between the Client and MRM shall be covered under the Law of Scotland.