

Terms & Conditions

We recommend our Customers read this document carefully:

Definitions

"Partnership" means Embracing Space

"Customer" means persons specified in the Sale Agreement to whom the Service(s) are to be supplied by the Partnership.

"Service" means the products, work and services specified in the Sale Agreement to be supplied by the Partnership.

"Sale Agreement" means the Business Terms and Conditions and associated Sale Schedule(s) comprising the Service(s) required by the Customer.

"Sale Schedule" means the list(s) of equipment and/or Service(s) specified in the Sale Agreement to be supplied and/or carried out by the Partnership.

"Payment Terms" means the method(s) by and date(s) specified in the Sale Agreement when the Customer is required to make payment(s) for the Service(s) provided by the Partnership.

"Agent" – means a person authorized to act on behalf of another to create a legal relationship with a third party.

1. General Conditions

1.1 The terms and conditions set out below shall govern the Sale Agreement placed with the Partnership.

1.2 No addition to or variation of these terms and conditions shall be valid or effective unless otherwise agreed in writing by the Partnership.

1.3 The Partnership shall sell and the Customer shall purchase the goods and services detailed in the Sale Agreement and Sale Schedule.

1.4 Any subsequent order placed with the Partnership shall be subject to these terms and conditions unless otherwise agreed in writing by the Partnership.

1.5 Should the Partnership undertake Services commissioned by an agent acting on behalf of the Customer these terms and conditions shall be binding on the Customer on whose behalf the agent is acting.

1.6 All conditions and statements other than those contained in this Sale Agreement, statutory or otherwise are excluded, save where the absolute prohibitions against exclusion of the Unfair Contract Terms Act 1977 (or revision or amendment thereof) apply.

1.7 If any provision of the Sale Agreement becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

1.8 If the Customer requests the Partnership to engage the services of an agent or supplier, the Partnership accepts no liability or responsibility for damage, compensation or negligence resulting from the performance of the agent or supplier.

1.9 The Service(s) comprising the Sale Agreement are neither transferable or assignable to any other person or Partnership.

1.10 The headings of these Conditions are provided for convenience only and shall have no effect on the interpretation thereof.

2. The Sale Agreement

2.1 The Sale Agreement shall be deemed to be in force when the Customer signs the Sale Agreement.

3. Payment Method & Terms

3.1 The Partnership is not VAT registered and therefore VAT is not charged.

3.2 The Partnership requires electronic payment directly to the Partnership bank account (details on invoice) unless otherwise stated.

3.3 Standard payment terms are 50% deposit upon Customer signing of sale agreement or email confirmation to proceed followed by a signed sale agreement.

3.4 Final balance payable on completion of sales schedule & Customer satisfactory sign off unless otherwise specified on the sale agreement.

3.5 When the Customer is notified that the Partnership has accepted the Sale Agreement, the Customer becomes liable for the charges in accordance with the terms specified in the Sale Agreement.

3.6 The Partnership has the right to levy charges in addition to those stated in the Sale Agreement in the event that:

3.6.1. the Customer fails to provide adequate information to facilitate the preparation, delivery of the Service(s) and/or

3.6.2 the Customer and/or any third party fail to complete any preparatory works such as may be required to permit the Partnership to start work on the scheduled date or complete the required work within the estimated duration of Work.

3.6.3 subsequent to the acceptance of the original sales agreement by the Partnership, the Customer modifies the quantity, design, quality, specification or detail.

3.7 Should the Customer fail to make any payment required in respect of any work or Service to be provided, the Partnership shall have the right to deem such non-payment to be repudiation of the Sale Agreement and:

3.7.1 may elect to suspend the provision of services to the Customer until such time as the outstanding invoice(s) is/are made

3.7.2 may cancel the remainder of the Sale Agreement and recover from the Customer damages for any loss suffered by the Partnership as a result of such cancellation and/or

3.7.3 may cancel any other Sale Agreement or the remainder of any other Sale Agreements which the Partnership may have with the Customer and recover from the Customer damages for loss suffered by the Partnership as a result of such cancellation

3.8 The Partnership reserves the right to charge the Customer interest at the rate of 5% over the prevailing Bank of England base lending rate, on any amount outstanding from the due date to the date of actual payment. Interest shall be applied on a daily basis and monies received may be applied by the Partnership at its option against such interest prior to application against other monies due from the Customer.

4. Customer Cancellation

4.1 Customer may cancel the scheduled start date up to 72 hours before the start date/time without any loss of deposit paid.

4.2 Customer will pay 50% of the sales agreement total price as a cancellation fee if he/she cancels or changes the date/time less than 72 hours prior to the scheduled appointment.

4.3 The cancellation fee payable is at the Partnerships discretion if a rebooking is made within 24 hours of cancellation by the Customer & is scheduled to start within 4 weeks and the re-booked date can be accommodated by the Partnership. The cancellation fee will be payable if the Partnership is unable to accommodate the rebooking request.

4.5 If an initial deposit has not paid for any reason – a cancellation fee of £200 will apply in all instances.

4.6 In all cancellation circumstances, the Customer will be charged for any items purchased by the Partnership specifically as documented on the agreed sales schedule unless rebooking.

4.7 These terms and conditions shall be governed by the relevant United Kingdom law, and by agreeing to be bound by them the Customer agrees to submit to the exclusive jurisdiction of the relevant courts of the United Kingdom. The Partnership reserves the right to make any changes to any part of these terms and conditions without giving any prior notice.

5. Partnership Cancellations

5.1 The Partnership may cancel or reschedule a service at any time. The Partnership will not be liable to the Customer in any way in the event that any service is cancelled further to this clause. Any deposit paid by the Customer will be refunded.

5.2 The Partnership may refuse to undertake services previously agreed within the sales agreement if the condition of the property appears to be hazardous to either the health and/or well-being of its staff OR in its opinion it is not safe to enter.

5.3 If the Partnership is not made aware of such potential hazards or obstacles before the commencement of the service, we reserve the right to charge the Customer £200 by way of a non-refundable abortive fee. This in addition to the deposit which is not refundable unless the service is rescheduled as per the Customer cancellation terms.

6. Changes to Dates Provided by The Partnership

6.1 Dates given for services or goods are only estimates and whilst the Partnership will use all reasonable endeavours to meet such date(s), the Partnership shall have no liability in respect of any delay, however caused

7. Customer Responsibilities

7.1 The Customer must ensure the property has sufficient lighting and heating and does not compromise Health & Safety of the staff in any way.

7.2 The Customer must be present unless otherwise agreed, to give access by personnel authorised by the Partnership to the premises and equipment.

7.3 The Customer must advise the Partnership of any parking restrictions or charges that may apply. Where possible, the Customer to provide parking permits for the duration of the visit.

7.4 The Customer must provide adequate storage, working space and any other facilities as may reasonably be required by the Partnership.

7.5 The Customer must pay as per the agreed service schedule.

7.6 The Customer must notify the Partnership immediately of any changes in circumstances that may affect the Partnership in undertaking its services.

7.7 Upon signing of the sale agreement the customer whose signature appears assumes full responsibility for all possessions within the household (including those of spouse/partner/dependents/lodgers /tenants and all other parties).

8. Customer's Property

8.1 All property the Customer provides to the Partnership in connection with any work to be undertaken by the Partnership shall be entirely at the Customer's own risk and the Partnership shall in no way be or become liable for any losses or damages.

8.2 Should the Partnership be allowed access to the property when the Customer is not present- the Partnership take no responsibility for any loss or damage to any property within the premises.

8.3 The Partnership will not hold any premises keys or set alarms within the property.

9. Complaints

9.1 If the Customer believes there was an issue with the service provided, the Partnership will be happy to discuss this with Customer initially on an informal basis.

9.2 If the Customer wishes to progress the complaint, any complaint must be received in writing via email info@embracingspace.co.uk including photographic evidence. The Partnership must receive your complaint **within 24 hours** of completion of the service or the informal discussion whichever is sooner.

9.3 The Partnership will fully investigate any complaint and attempt to resolve it to the satisfaction of the Customer, or alternatively to a reasonable standard.

9.4 The Customer must not suspend any payments due to be paid before discussing this with Partnership or giving the Partnership an opportunity to resolve the issue.

9.5. If the Customer has submitted a complaint, the Partnership will require access to the premises within 48 hours of the complaint to correct any short-comings, or to investigate. In such event, the Customer will provide consent by email or telephone.

10. Governing Law and Jurisdiction

10.1 This Sale Agreement shall be governed by English law in every particular including the formation and interpretation and shall be deemed to have been made in England.

10.2. Any proceedings arising out of or in connection with this Sale Agreement may be brought in any court of competent jurisdiction in London.

10.3 The submission by the parties to such jurisdiction shall not limit the right of the Partnership to commence any proceedings arising out of this Sale Agreement in any other jurisdiction it may consider appropriate

11. Confidentiality and Privacy

11.1 The Partnership will not share client information, personal or business details with others. Photographs and testimonials are only shared with permission and agreement of the Customer.

12 Insurance

12.1 The Partnership holds up to date Professional Indemnity Insurance & Public liability cover. A copy of the insurance certificate is available on request

13. Advice

13.1 Any advice given by the Partnership is done so in good faith and does not imply responsibility for any actions taken in this.

14. Valuations:

14.1 The Partnership is not qualified to advise on any valuation if you want to sell items although the Partnership is happy to provide an estimate.

14.2 The Partnership reserves the right to replace our regular staff at any time due to illness or change of circumstances to fulfil its obligations to the Customer.

15. Recommendations

15.1 During our services we may recommend other specialist or professionals when appropriate. This is done in good faith and we cannot take responsibility for the outcome or the services they provide.

16. Personal Data & Information

16.1 The Partnership will from time to time be exposed to personal Customer data. The Partnership commits to not sharing this data with any third party.

16.1 Personal information or data will remain at the Customer's address for the Customer to review if necessary and dispose of as required.

16.2 Shredding services are available at a separate charge and will be undertaken at the property owner's premises.

16.3. The partnership is registered with the Information Commissioners office(ICO).

17. Disposals

17.1

Ultimately decisions whether to keep items are the responsibility of the customer. We will not accept any responsibility for decisions and actions based on our advice. All unwanted items /clothing will be placed by the Partnership in standard size black bin liners /similar size boxes ready for disposal by the customer.