

Terms and Conditions:

In these terms and conditions Atlas Living Limited is referred to as 'Atlas Living' and the party seeking to contract with Atlas Living is referred to as the 'Client'.

Before a quotation is prepared by Atlas Living in relation to proposed works the Client must confirm in writing to Atlas Living that all walls to be moved or new doorways to be made through walls are non load bearing, and that the Client has obtained all required planning permission, building control and party wall approvals required by the proposed works. The Client shall bear full responsibility for these matters*.

Any quotation prepared by Atlas Living is prepared on the following basis:-

The quotation is based on the architect drawings and details therein provided to Atlas Living by the Client*. Electrical, Plumbing and any other specialist works shall be quoted as PC Sums**. All new fixtures and fittings, unless otherwise stated in the quotation, are to be provided by the Client. The quotation pricing is based on all Client supplied items being designed for standard UK plumbing and electrical fitting, sizes and ratings. For pricing purposes it is assumed that there is no asbestos in the property. Time frames in the quotation that are given in days are working days, not calendar days, and assume un-impeded access to the property and unrestricted scheduling of works. Time frames are estimated and dependent on the availability of material and labour. Items not specifically mentioned in the quotation are excluded from the works and pricing. Prices are subject to VAT at the prevailing rate.

[The quotation is subject to a site visit and structural engineer's assessment and calculations where deemed necessary by Atlas Living*** but otherwise the quotation is open for acceptance for 30 days.]

Materials:

Where requested by the Client, Atlas Living will purchase specific materials selected by the Client.

Unless otherwise stated in the quotation all tiling is assumed to be ceramic, non mosaic and smaller than 20cm square, and of a uniform width and thickness. Spot lights supplied are standard 50w with white surround, unless otherwise specified in the quotation.

Copyright:

The copyright to all designs and drawings prepared by Atlas Living is and remains the property of Atlas Living.

During the Works:

We recommend that all furniture, pictures and delicate items are removed from the works area, including access areas, during the works, and those remaining are adequately protected. We strongly advise that all valuables are removed from site. Atlas Living takes no responsibility for loss or theft of any client items for the period of the project.

The Client shall provide power and water from the utilities on site to enable the contractor to work.

The Client is not permitted to discuss pricing issues with the team on site, unless prior written authorisation has been given to the Client by Atlas Living to do so.

Guarantee:

Materials and labour supplied by Atlas Living are guaranteed for six months from the date of practical completion of the works. This guarantee is voided if:

- Others work on Atlas Living's works during the guarantee period without Atlas Living's express prior written authorisation,
- Atlas Living has not been granted access to inspect any potential issues subject to the guarantee during the guarantee period.
- The project has not been paid in full within the agreed period.

Delay to the works:

If the Client delays the agreed start date of the works or delays the works once in progress for any reason, a delayed works charge is payable, pro-rata for the man days delayed, as well as for any associated material costs (daily rate of £300/day + materials).

If the Client delays (either before or during commenced works) or cancels all or part of the works, Atlas Living has the right to the full contract sum, including the non returnable deposit.

Payments to Atlas Living:

All payments to Atlas Living are to be made by electronic CHAPS or BACS transfer to Atlas Living to such account as shall be notified to the Client by Atlas Living from time to time. A deposit (non-refundable) amounting to a minimum of 33% of the quotation price is required for the works to commence, 33% at an agreed point/date in the project, 33% at 24hrs before the completion date and 1% upon completion of snagging.

Any payment that is cancelled or fails to clear will be subject to a charge of £300. Works will be suspended until overdue payments are received and cleared. Late payments will be subject to an interest charge of 5% above the prevailing Bank of Scotland base rate. Payments subsequent to a dishonoured cheque must be made by cash or bankers draft.

The Client is not permitted to commission the works referred to in the quotation or any other works directly with an employee or contractor of Atlas Living. However should this take place Atlas Living is entitled to be paid by the Client 120% of the full contract sum of any such works commissioned, irrespective of whether the relevant employee or contractor has been paid or the works actually commenced.

Payment of the deposit (non-refundable) signifies your agreement to appoint Atlas Living subject to these Terms and Conditions.

NOTES:

- * Unless previously agreed in writing by Atlas Living.
- ** PC Sums represent costs that cannot be entirely foreseen or defined at the time of quoting and therefore represent the minimum cost. The actual cost will be emailed to the client for written agreement prior to commencing works.
- *** The client must pay for all associated fees.