



JC Lindsay & Co

Established 1959

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY - BY USING THE SERVICES OF JC LINDSAY & CO YOU ARE ENTERING INTO A CONTRACT WITH US AND AGREEING TO THE FOLLOWING TERMS AND CONDITIONS.

'We', 'us' and 'our' means J.C Lindsay & Co. 'You', 'the client', 'the customer', 'your' means the person who requested our services and enters into this contract.

SECTION 1 - FIXED RATES AND QUOTATIONS

1.1 Contract

The agreed final quote represents a written contract for the exact work to be completed at the price quoted.

- Any agreement made verbally is not covered by the contract unless it has been written into said contract.
- The agreement is made between J.C Lindsay & Co and the client. The client is identified as the person who requested the quotation.
- J.C Lindsay will not enter into any dialogue, accept any requests or communicate in any way with anyone other than the client except where the client has provided written permission that allows them to do so.
- The acceptance of the quote, electronically or by any other means signifies a full acceptance and commitment to accept these terms and conditions.
- Please check your quotation carefully.

1.2 Scope of quoted work

The quote written by J.C Lindsay & Co for the client represents the requests of the client. It is not a builder's survey and we will not be held liable for any task that is not included in the written quote.

1.3 Electric and water

The client will be expected to provide electrical power, running water and toilet facilities where reasonably possible.

1.4 Condition of existing walls and ceilings

Unless specifically mentioned, no provision is made for repair of plastering beneath papered walls or ceiling surfaces, as it is assumed that such plastering is in good condition, and is suitable to take treatment specified. Similarly, the costs of the repairs and renewals of any defects which are not visible at the time of estimating will be chargeable, unless allowance for such items is included.

1.5 Cancellation

In the event of cancellation by the client, the client agrees to notify J.C Lindsay & Co in writing or by email 28 days before the project start date. In the event that J.C Lindsay are not notified of the cancellation, the client agrees to pay all of J.C Lindsay & Co's administration, lost work and scheduling costs amounting to no less than 15% of the total project cost.

If the customer elects to cancel our services after we have begun work, the customer agrees to pay all of J.C Lindsay & Co's administration, lost work and scheduling costs amounting to no less than 50% of the total project cost. Postponement of scheduled works rather than cancellation is acceptable only if the rescheduled date is bona fide and within 8 weeks of the initial date scheduled. Should further postponement occur, you will be deemed to have cancelled our services and the cancellation levy will apply as above.





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1.6 Materials

All necessary materials can and will be provided by us unless otherwise agreed and will always be of high quality and used in an appropriate manner as per the manufacturer's guidelines. Where it is necessary to match existing decor, our work will be carried out with this in mind, using appropriate materials that provide an exact match where possible. If an exact match will not be achievable, the client will be consulted. J.C Lindsay & Co are not responsible for the performance or suitability of any materials, parts or products purchased directly by the client and allow J.C Lindsay & Co to use these at their own risk.

1.7 Changes to your quote

Any quote or estimate is subject to revision, if a customer makes changes to their property or building after receiving a quote from J.C Lindsay & Co, customers must let us know of all changes made as soon as possible, so that their quote can be revised. Any changes made without notifying us, may cause a delay in the work until a price has been agreed for any changes.

1.8 Completion timescales

Estimated completion times are guidelines and although we will endeavor to complete the work in the time frame intimated, we will not be held liable for failure to complete the scheduled works within the estimated time frame. Similarly, it may be that by employing extra resources we can finish a project more quickly than estimated. In which case the price of the quote will not change.

1.9 Storage of tools

We may on occasion request that tools be left on site overnight. The client reserves the right to decline such requests.

1.10 Validity period of quotations

Quotes are valid for 28 days from the date of issue.

1.11 Damages and sub-standard workmanship

It is the responsibility of the client:

- To remove valuable and/or fragile items from the areas to be decorated.
- To remove pictures and other items hanging from the wall.
- To remove electrical goods from the areas where works will be carried out.

Assistance can be provided with the repositioning and/or removal of bulky furniture items and goods. We reserve the right to decline to move goods if the condition is at risk of damage to the equipment or the property. We reserve the right to decline to move particularly heavy or bulky items if they present a higher than accepted health and safety risk. Where items cannot be covered or protected, but could easily have been removed, we will request that they are removed before work commences. We cannot be held liable for damage to such items if they are not removed.

In the event of breakage or damage to the property, J.C Lindsay & Co will notify the client immediately and set out steps to remedy the situation. Similarly, if at the end of the job the client is dissatisfied with any aspect of the service, they must inform us as soon as possible. Clients must allow J.C Lindsay & Co to effect a remedy using our own tradespersons and under no circumstances will we be held liable for the costs of reparations by third parties that we have not expressly agreed to in writing. The client must notify J.C Lindsay & Co, in writing within 24 hours of an alleged breakage or



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damage caused by our employees.

1.12 Additional work

We are in most cases happy to do small “favours” for our clients over and above our quotations however this is expressly done at your own risk and we will not accept any responsibility for any work undertaken that is not in your written quote, including loss or damage to persons or property.

1.13 Precautions

We will take every possible precaution to ensure that all vulnerable areas and any objects left in the work area are carefully and thoroughly covered and/or masked. However, there will always remain a very small risk of overspill or dust getting past these precautions. In the rare event of overspill, dust or other cosmetic damage, we will endeavor to ensure that it is satisfactorily cleaned.

1.14 Pre-existing damage

We may take photographs of your property or complete a pre-existing damage form prior to the start of the project. In the unlikely event that we do damage your property and this is a result of our negligence, you will be covered by our insurance for the full amount. However, claims that we can dispute with photo evidence or written agreement will incur a £50 charge per complaint to cover administration costs.

1.15 Payment of quoted and fixed price work

The client agrees to pay the invoice for completed work within 28 days after completion of the project. In the event that the client is unhappy with the standard of workmanship, the correct complaints procedure as show in these terms and conditions must be followed. All materials purchased for, or on behalf of the client, remain the property of J.C Lindsay & Co until payment of the final invoice by the client to J.C Lindsay & Co. In the event of dispute, the client agrees to allow access to the property to a representative of J.C Lindsay & Co to retrieve all materials that remain the property of the company. We are happy to provide invoices for businesses and individuals. However, payment is due within the time-scales as stated in the Terms and Conditions and the amount, unless amended by J.C Lindsay & Co, is fixed in the quotation. Therefore, the client is liable for payment, regardless of whether an invoice has been received. A second copy of an invoice can be issued at a cost of £15 per invoice to cover administration costs.

1.16 Completion of the project

If J.C Lindsay & Co deems it necessary, the client must be available on the last day of the project for consultation and final sign-off for the project. In the event that the client is unavailable, unless otherwise agreed in writing, the client accepts that the project has been completed to their satisfaction and payment in full is due.

1.17 Termination of the contract by J.C Lindsay & Co

J.C Lindsay & Co will not tolerate aggressive or rude behavior, racism, nationalism; sexism, homophobia or ageism directed towards any of its staff or tradespersons and reserves the right to terminate the project at any time in this event.

SECTION 2 - PAYMENT

2.1 Payment methods

We accept Cheques, Bank transfers for settlement of your account.





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2.2 Payments to tradespersons

Our staff is not permitted to accept payment - to pay for your deposit or completed job, you must pay J.C Lindsay & Co directly unless you have been given permission from one of our directors in the office through email or our contact number otherwise your account will remain outstanding until such time as J.C Lindsay & Co receives payment directly.

If you pay any member of staff for either a deposit or completion of work, you will be in breach of your terms and conditions.

2.3 Payment time scales

The client agrees to pay the invoice a maximum of 28 Days after submission of the project invoice. J.C Lindsay & Co reserves the right to re-issue the invoice and request payment within 5 days of re-issue. Should the outstanding balance not be settled within 5 days, J.C Lindsay & Co reserve the right to apply an administration charge of £80.00 for each re-issue of invoices thereafter.

2.4 Unpaid accounts

In the event that J.C Lindsay & Co cannot recover any outstanding amounts after a reasonable amount of time, we will employ the services of a debt collection agency. The client accepts that the debt collection agency will increase the outstanding amount to cover their costs - this fee is applied as soon as the debt is passed from us to them and usually amounts to 33% of the cost of the invoice - it is therefore strongly in your interests to settle your invoice as soon as possible to avoid these extra costs. Once the debt passes from us to the debt collection agency, we have no further involvement in the account and cannot reverse the process or any associated fees.

SECTION 3 - PRIVACY POLICY

We will never sell or otherwise pass on your contact details to any other company or third party, unless required to do so by law. When you contact us, your details may be retained to assist with your enquiry. Your details will be used for correspondence and may also for marketing purposes by J.C Lindsay & Co. If you do not wish for your details to be used for marketing purposes please contact us.

J.C Lindsay & Co collects details about you from your use of our service and your visits to our web site and other sites accessible from them.

We may collect additional information in connection with your participation in any promotions or competitions offered by us and information you provide when giving us feedback. We also monitor customer traffic patterns and site use which enables us to improve the service we provide.

Access rights - To obtain a copy of the personal information J.C Lindsay & Co holds about you, please write with full details to us at: Data Protection Officer, J.C Lindsay & Co Ltd, Unit 35A, Midlothian Innovation Centre, Roslin, EH25 9RE enclosing your cheque or postal order for £10 payable to J.C Lindsay & Co Ltd.

SECTION 4 - DISCOUNTS AND PROMOTIONS

From time to time J.C Lindsay & Co. run promotions and offers - these promotions and offers come with the following conditions:

- Discount is limited to labour costs only on hourly rate jobs, half-daily rate jobs and daily rate jobs.
- Materials costs are not included in the promotion.
- Discounts cannot be combined - one promotional discount may be used per transaction.





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- Offer periods are limited - refer to the specific promotion for validity period.
- J.C Lindsay & Co reserves the right to withdraw any offer at any time.