



**Bathrooms  
Planning  
Refurbishment**

## Terms and Conditions

The following terms and conditions apply to New Look Design transactions and installations and indicate an acceptance upon being commissioned into service.

1 Projects which have an overall value of more than £3,000 will be subject to an initial deposit based upon the material to labour ratio; projects which have a large material requirement will possibly be subject to a higher deposit. Receipt of cleared funds must be made prior to the work installation schedule being agreed. If the confirmation order is withdrawn after the receipt of funds, the deposit could be forfeited either in full or in part to cover materials and/or labour.

2 With projects which have an overall value of £5,000 or more, then it is New Look Design Ltd's practice to divide the overall project value into three equal payments and to request an interim payment midway through the project. This invoice would not exceed the project value, but would include the value of all the materials being supplied. When interim payment invoice is presented it should be anticipated by the customer and a response to making this payment within three days of the dated invoice. New Look Design Ltd reserves the right to withdraw services and materials from site. Should the Interim payment not be made or received. If a withdrawal from site should occur for the reason described, then each trade person that was originally designated and planned to be employed for the scheduled days will be compensated at a fee of £200. + VAT per day. The immediate return of the workforce cannot be Guaranteed. Additionally fees may also be incurred for the loss of potential loss of earnings, and also if New Look Design Ltd finds it necessary to reschedule any forthcoming projects as a result of this factor.

3 As a matter of New Look Design Ltd's principles of quality, we allow the customer to reserve the right of satisfaction. This relates to the quality of the installation and not a sub-standard product. The need to replace a faulty product is NOT an acceptable reason for withholding disproportionate payment.

Our payment terms are 7 days from receipt of the completion invoice. In the case of late payment, we reserve the right to claim statutory interest at 8% above the base rate of Bank of England, at the date the debt becomes overdue, in accordance with the Late Payment of Commercial Debt (Interest) Act 1998. The customer will not be entitled to withhold the full amount of the final payment because of any minor product or quality defects. In this event, only a proportional amount relating directly to the defect is permissible. Materials supplied by the customer, which are faulty and need replacing may be charged at an additional rate and may also include travelling expenses and another installation fee. Guarantees will not be provided for payments not made in full.

### Materials

Materials supplied remain the property of New Look Design Ltd until all payments have been made in full; however, the well-being/condition of the materials delivered to site, immediately becomes the customer's responsibility, if New Look Design Ltd is not directly involved with any misuse or losses on site. Materials supplied by the customer should be at hand of the time of the scheduled installation. If for any reason materials are not available at the required time and involve a delay in the ongoing works, then fees may be incurred for the potential loss of our time. This also applies to incomplete or partial days so travelling time and labour may be added. Any materials supplied by our customers should be fit for purpose and conform to a recognised BS standard. Should any materials supplied by the customer develop any faults or defects or within the given Warranty time, then they will not become the responsibility of New Look Design Ltd, unless installed incorrectly. This also applies to differing tile shades/sizes and tile fixtures. Guarantees for materials beyond the statutory twelve months, are merely relayed information by the stated Manufacturer's period and are not the responsibility of NLD SW Ltd, for either the ceased trading of the said Manufacturer /Supplier -Or for declined Warranty of misuse. Additionally the relayed Manufacturer's Warranties are for the products in question and do not necessarily include any labour aspects for servicing or repairs by NLD. All work is Guaranteed for a minimum period of twelve months. Although these aspects are generally honoured, they do fall under our discretion as more often is the case that the supplying companies, do not pay for any of the associated labour aspects.

### Design Plans

Designs produced by New Look Design Ltd may not be replicated or used in conjunction with any other company or by an individual. These plans remain the property of New Look Design Ltd.

### Additional Work and Requested Additions

Unforeseen repairs and alterations do sometimes arise and are often deemed necessary in order to provide a long term durable installation. We endeavour to identify and cover all eventualities and any potential problems within the initial survey and estimate. If such issues do occur, then they must be acknowledged either verbally or in writing. Similarly, this also applies to any requested improvements. This work should be treated as work over and above the original estimate, and may extend the length of the project. New estimates and invoices will be provided for the extra work involved, with payment again being made within a three day period of the dated invoice. On the very rare occasions that the intended plans cannot be met by either, unforeseen obstructions, such as structural or waste outlet issues, then alternatives will be suggested and may be subject to a + or – price adjustment in order to overcome the problem.

### Additional Trades or Works, During Scheduled Works

Customers must inform NLD if there are to be other separate trades scheduled to be working during the same time, which could affect the property access or the efficiency for the continuity works. Upon notification and any agreement of such works met and agreed by NLD. Any incurred delays or added time inclusions of this nature may be subject to day rate fees of £15. Per 30 minutes per trade person.

### Validation of New Look Design's Estimates

Estimates will in most cases be honoured for six months, but are subject at any time to material, plant, or VAT price increases and would be an exact and true representation. We reserve the right to correct any errors and omissions within our estimates and invoices. Electrical installations can only be certified if the property's consumer board and earthing, meet the Governing BS671 - 17<sup>th</sup> Edition requirements. This may also apply to incorrect ring-main cables directly affecting New Look Design's installations. Regarding harmful materials, such as asbestos; -Recently new laws have now branded "Artex" finishes to contain Asbestos, therefore if this should be discovered during any works involvement, we are not in a position to deal with its removal or disposal.

### Foot Note

Customer satisfaction is a priority, so it is extremely important to New Look Design Ltd that everything runs smoothly, within the project timeframes so far as is humanly possible. We would ask, therefore, that any issues which may arise either during or after the course of the project with you are not entirely happy with, are referred directly to Simon Campbell at New Look Design Ltd. If a fault should arise, New Look Design Ltd reserves the right to access the site in order to rectify any problems.