

BACKGROUND:

These Terms and Conditions shall apply to the provision of Blacksmithing services by Paul Sheppard Blacksmiths.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means the contract into which the Parties will enter on the Customer’s acceptance of the Quotation and of these Terms and Conditions;
“Agreed Date”	means the date on which the provision of the Services will commence as agreed by the Parties;
“Agreed Times”	means the times which the Parties shall agree upon during which the Blacksmith shall have access to the Property to provide the Services;
“Customer”	means the individual or business that requires the Services subject to these Terms and Conditions;
“Final Fee”	means the total of all sums payable shown on the invoice issued in accordance with Clause 4 of these Terms and Conditions.
“Work Commissioned”	means the complete delivery of the Services;
“Order”	means the Customer’s initial request to acquire the Services from the Blacksmith as set out in Clause 2 of these Terms and Conditions;
“Property”	means the Customer’s property or premises, as detailed in the Order, at which the Services are to be provided;
“Quotation”	means a quotation detailing proposed fees and services supplied to the Customer in accordance with Clause 2 of these Terms and Conditions;
“Quoted Fee”	means the Fee which will be quoted to the Customer following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
“Services”	means the Blacksmithing services provided by the Blacksmith as detailed in Clause 5 of these Terms and Conditions;
“Visit”	means any occasion, scheduled or otherwise, on which the Blacksmith shall visit the Property to provide the Services; and
“Work Area”	means the part of the Property within which the Services are to be provided.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to “writing”, and any similar expression, includes a reference to any communication effected by electronic transmission or similar means.

1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect their interpretation.

1.4 Words imparting the singular number shall include the plural and vice versa.

2. Orders and Quotations

2.1 The Blacksmith accepts orders for Services by telephone, internet and post or by other means agreed by the Blacksmith and Customer.

PAUL SHEPPARD BLACKSMITHS - TERMS AND CONDITIONS OF SERVICE

- 2.2 When placing an Order the Customer shall set out the details of the Services required. Details required include the address of the Property, and the type(s) of work.
- 2.3 Once the Order is complete and submitted the Blacksmith shall prepare and submit a Quotation to the Customer either in person or by email or post which shall set out the required Deposit and Fee, as detailed in Clauses 3 and 4 respectively.
- 2.4 The Customer shall be free to make changes to the Order and Quotation prior to acceptance, and may accept the Quotation in person or by telephone, email or post.
- 2.5 If the Customer wishes to vary any details of the Services, the Customer must notify the Blacksmith as soon as possible. The Blacksmith shall endeavour to make any required changes and additional costs will be included in the invoice to the Customer.
- 2.6 If, due to circumstances beyond his control, the Blacksmith has to make any change in the Services, he shall notify the Customer immediately. The Blacksmith shall endeavour to keep such changes to a minimum and shall seek to offer the Customer arrangements as close to the original as is reasonably possible in the circumstances.

3. Deposit with Order

- 3.1 At the time of accepting the Quotation, the Customer shall be required to pay a Deposit. Unless agreed otherwise by the Blacksmith, the Deposit shall be 10% of the Quoted Fee.
- 3.2 The Deposit shall be non-refundable. If necessary in exceptional circumstances, the Blacksmith and the Customer may agree to cancel the Work Commissioned with either a partial refund, or a full refund of the Deposit if no work has been undertaken.

4. Fees and Stage Payments

- 4.1 The Quoted Fee shall include the price payable for the Services and for the estimated materials and other products required to deliver the Services.
- 4.2 The Blacksmith shall use his best endeavours to use only the materials and other products required to deliver the Services set out in the quotation; however if additional materials, services or other products are required the Final Fee shall be adjusted to reflect this. Any such increases shall be kept to a minimum.
- 4.3 In the event that the price of required materials and other products increase after the Customer's acceptance of the Quotation and commencement of the Services, the Blacksmith shall inform the Customer of the increase and difference in the Final Fee.
- 4.4 Subject to the value of the Work Commissioned and Services required, the Blacksmith may require payments to be made by the Customer at different stages as follows:
 - 4.4.1 Deposit with order (10% non-refundable subject to 3.2 above);
 - 4.4.2 Payment for materials on delivery of materials;
 - 4.4.3 Payment on completion of workshop production;
 - 4.4.4 Final payment on completion of fitting.
- 4.5 As part of the Quotation the Blacksmith shall advise the Customer of the estimated stage payment amounts. The actual stage payment amounts will also be recorded on the final invoice issued to the Customer when the provision of Services is complete.
- 4.6 The Customer is to pay the deposit with the order, and final payment due under 4.4.4 on the final date of completion of fitting or delivery. Other stage payments under 4.4.2 and 4.4.3 will be due when each stage is completed and notified to the Customer by the Blacksmith. All stage payments must be received by or on the due dates notified by the Blacksmith.

- 4.7 Under the Late Payment of Commercial Debts (Interest) Act 1998, any sums which remain unpaid after the expiry of the due dates set out in sub-clauses 4.5 and 4.6 shall incur interest on a daily basis. The late payment interest rate that applies in the UK is the Bank of England Base Rate obtaining at the time plus 8.0% (i.e. currently 8.5%).

5. Services

- 5.1 Prior to the start of the Work Commissioned the Blacksmith shall carry out an inspection of the Property in order to ensure that the agreed Services are appropriate for the Property, practical and can be fitted safely.
- 5.2 The Services shall be delivered in accordance with the specification set out in the accepted Quotation (as may be amended by mutual agreement from time to time).
- 5.3 The Blacksmith may provide design sketches, plans, diagrams or similar documents to illustrate the specification of the Work Commissioned. These are not intended to provide an exact specification but enable the Blacksmith to agree the overall design of the Work Commissioned with the Customer. Final versions of any plans, diagrams or similar documents should be signed by the Customer to confirm formal approval.
- 5.4 The Blacksmith shall ensure that the Services are delivered with reasonable care and skill and to a standard which is commensurate with best professional practice.
- 5.5 The Blacksmith shall ensure all materials and other services used in delivering the Services are compliant with relevant standards and free of defects at the time of use.
- 5.6 As much as is reasonably possible, the Blacksmith shall ensure that work done will not affect the Property outside the Work Area. Where any such effects occur, the Blacksmith shall carry out necessary remedial work at no extra cost to the Customer.
- 5.7 While providing the Services the Blacksmith shall ensure that furniture, flooring and walls in the Work Area that are not the subject of the Services are suitably covered and protected for the duration of the Work Commissioned.
- 5.8 The Blacksmith shall properly dispose of all waste from delivery of the Services.
- 5.9 If any damage is done by the Blacksmith during the course of the fitting, the Blacksmith shall make good that damage prior to completing the Work Commissioned.

6. Sub-Contracting

The Blacksmith shall be free to sub-contract any of his obligations under these Terms and Conditions provided that sub-contractors are reasonably skilled in the relevant practices and that no additional charges are passed on to the Customer.

7. Customer's Obligations

- 7.1 If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.
- 7.2 The Customer shall ensure that the Blacksmith can access the Property at the Agreed Times to provide the Services.
- 7.3 The Customer shall ensure that the Blacksmith has access to electrical outlets and a supply of hot and cold running water.
- 7.4 The Customer shall ensure that the Work Area is kept clear of furniture, fixtures and fittings and out of use for the duration of the Work Commissioned unless otherwise directed by the Blacksmith.
- 7.5 The Customer must give the Blacksmith at least 24 hours notice if the Blacksmith will be unable to be given access to the Property to provide the Services on a particular

day or time. The Blacksmith will not invoice for cancelled Visits provided such notice is given. If less than 24 hours notice is given the Blacksmith may invoice the Customer at normal rates.

- 7.6 Unless redecoration following completion of blacksmithing work forms an agreed part of the Services, any such work (or the making of arrangements thereof) shall be the Customer's responsibility.

8. Liability, Indemnity and Insurance

- 8.1 The Blacksmith shall ensure that he has in place at all times suitable and valid insurance which shall include public liability insurance.
- 8.2 The Blacksmith's total liability for any loss or damage caused by its negligence or breach of these Terms and Conditions is covered by a Forge Combined Policy that includes Employers, Public and Products liability.
- 8.3 The Blacksmith is not liable for any loss or damage suffered by the Customer which results from the Customer's failure to follow any instructions given by the Blacksmith.
- 8.4 Nothing in these Terms and Conditions shall limit or exclude the Blacksmith's liability for death or personal injury.
- 8.5 The Blacksmith shall indemnify the Customer against any costs, liability, damages, loss, claims or proceedings arising out of the Blacksmith's provision of the Services or any breach of these Terms and Conditions.
- 8.6 The Customer shall indemnify the Blacksmith against any costs, liability, damages, loss, claims or proceedings arising out of the Customer's failure to meet any of its obligations or any other breach of these Terms and Conditions.

9. Notices and Communications

- 9.1 Unless otherwise specifically stated, all notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 9.2 Notices shall be deemed to have been duly given:
- 9.2.1 when delivered during normal business hours of the recipient; or
 - 9.2.2 when sent by e-mail; or
 - 9.2.3 on the fifth business day following mailing, if mailed by national ordinary mail.

10. Force Majeure

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

11. Law and Jurisdiction

- 11.1 These Terms and Conditions shall be governed by the laws of England and Wales.
- 11.2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.