

## Terms and Conditions

### Definitions

"We", or "Us"	means Kelmscott Home Improvement Ltd;
"Completion"	means the date when the Works are completed as per the agreed Schedule of Works;
"Conditions"	means these terms and conditions;
"Contract"	means a Fixed Price contract work Contract or any other Contract between Us to provide Works, Services or a Project, as set out in a Quote;
"Contract Period"	means the period of time beginning with the commencement of Works and ending upon Completion thereof;
"Contract Price"	means the price payable by You to Us for the Works, as varied in accordance with these Conditions;
"Deposit"	means the sum set out in the Quote;
"Fixed Price Contract Work Contract"	means a contract under which We are providing Works, a Project or Services for a fixed price, subject to the relevant provisions set out herein;
"Inspection of Work Sheet"	means the document which You will be required to sign upon Completion;
"You"	means the person or company named in the Quote;
"Quote"	means the Quote signed by You, relating to, and incorporating these Conditions;
"Premises"	means the site where the Works are to be carried out;
"Project", "Works" or "Services"	means the Project, Works or Services as described in the Quote;
"Schedule A"	means the Schedule which may form a part of Our Agreement in which You nominate Your preferred suppliers;
"Schedule of Works"	means the document prepared by Us, which sets out the timetable for the Works;
"Standard Rate Card"	means the document which sets out the hourly rate for Services.

### 1. Contract Formation and Quote

- 1.1 The Quote We provide is valid for a period of 30 days from the date thereof, unless we notify You that We have withdrawn it for whatever reason during the period.
- 1.2 Once you have read the quote and these Conditions, You must sign the Quote, which confirms that you have accepted the Quote and these Conditions.
- 1.3 By signing the Quote, you are offering to enter into a binding contract with Us to carry out the Works and/or supply goods, which we may or may not accept, at Our discretion.
- 1.4 Upon payment of the Deposit to Us, a Contract will come into existence.

### 2. Your right to cancel

- 2.1 You have the right to cancel this Contract within 14 days of the date upon which the Contract between us was formed, as per clause 1.4 above ("14-day Period").
- 2.2 If you wish to cancel the Contract, please inform Us in writing of your decision to cancel by using the model cancellation form attached at the end of these Conditions. You must send the communication before the cancellation period has expired.
- 2.3 If you specifically wish for the Works to commence during the 14-day Period, please inform Us of this in writing. If You requested the Project to begin during the 14-day Period and then wish to cancel the Contract, You must pay Us for any costs we have incurred up until the date you cancelled the Contract.
- 2.4 Please be aware that if We are carrying out urgent works or emergency repairs for You, or the Works have been completed in their entirety during the 14-day Period, the above right to cancel does not apply.

### 3. Changes to Quote

- 3.1 A Quote may be revised (prior to it being signed by You) in the following circumstances:
- 3.1.1. If after We provide You with the Quote, You instruct Us (weather orally or in writing) to carry out additional works not referred to in the Quote;.or
  - 3.1.2. If after submission of the Quote there is an increase in the price of materials;.or
  - 3.1.3. If after submission of the Quote it is discovered that further works need to be carried out which were not anticipated when the Quote was prepared; or
  - 3.1.4. If after submission of the Quote it is discovered that there was a manifest error when the Quote was prepared.

### 4. Your Obligations to us

- 4.1 You must apply for and obtain all relevant permissions (such as planning and building consents) that are necessary for the Works, ensuring that the planned Works meet all legal requirements.
- 4.2 If You require, we may assist you with such permissions where we are able. Once the Works are completed, it is Your responsibility to seek to have the Works approved under legal requirements, not Ours. In the event this clause 4 is breached, You agree to indemnify Us against any losses We suffer as a result.
- 4.3 You agree to:
- 4.3.1 Pay all amounts owing under the Contract between us;
  - 4.3.2 co-operate with us when we are carrying out the Works;
  - 4.3.4 provide Us (and any of our contractors) with access to the Premises on the date We have agreed to carry out the Works and on any additional dates We require to finish the Works;
  - 4.3.5 provide, free of charge,
    - water, washing facilities and toilets;
    - electricity supply;
    - adequate storage space; and
    - safe, easy and unrestricted access to working areas at all times;
- 4.4 You must ensure that all necessary consents to the Works required from any co-owner, freeholder or anyone else from whom such consent is required have been obtained.
- 4.5 You agree to pay any parking fees, which our employees or subcontractors may, be required to pay to park their vehicles at the Premises during the provision of the Services.
- 4.6 Any limitations of access must be notified to Us in writing prior to the start of the Project.
- 4.7 We will provide you with a list of items that need to be removed from the site for the duration of the Works. If We remove these items We may, at our discretion, charge a fee for their removal and storage.
- 4.8 If You breach any of the obligations set out in this clause 4 of these Conditions You may incur additional costs due to delay and/or provision of additional Services. You may be required to pay reasonable compensation to Us to cover those additional costs and if we have to terminate a Fixed Price Contract Work Contract (see clause 7 below), the provisions of clause 20 shall apply .

### 5. Our obligations to you

- 5.1 We agree to complete the Works with reasonable care and skill and according to the timetable We agree with you in the Schedule of Works (see Timetable for Works below). If We need to rearrange the date agreed for the Project We will tell you as soon as we can and We will try to arrange an alternative date with you.
- 5.2 We will carry out the Works and communicate with you.
- 5.3 Goods We supply will be of satisfactory quality and fit for purpose. (see further Provision of Goods clause 18)
- 5.4 All goods We supply are suitable for the purpose they are being provided for (see further, Provision of Goods clause 18)
- 5.5 Following completion of the Works we will give you our Warranty (see below)

### 6. Our Warranty

- 6.1 We undertake to repair or make good any defect in Our completed work which appears within six months of completion (the "Warranty Period")

- 6.2 This Work will be based on the following:
- 6.2.1 The repairs will only be to the extent from which they are in breach of our obligations under this Contract;
  - 6.2.2 That we are notified in writing before the end of the Warranty Period.
  - 6.2.3 That We and Our insurers are given the opportunity to inspect the Work and the defects.
- 6.3 This shall only apply to work carried out and completed and invoiced by Us and paid for in full by You.
- 6.4 You must be able to provide evidence that the work was originally carried out and completed by Us.
- 6.5 If We return to the site at Your request to review a claim and it transpires that the defect had not arisen as a result of a breach of this Contract on the part of US, We reserve the right to charge You for the visit at Our standard rate as per our Standard Rate Card.
- 6.6 The following will be excluded under our warranty:
- 6.6.1 Parts and materials will be provided only with the benefit of the manufacturer's / supplier's guarantee, and are not guaranteed by Us;
  - 6.6.2 Any work done to repair faulty parts or material where the fault is not due to poor workmanship on Our part;
  - 6.6.3 Systems or structures not installed by Us;
  - 6.6.4 Any recall arising from circumstances or factors known to the You but not notified or disclosed to Us prior to the Works having been undertaken;
  - 6.6.5 Defects resulting from misuse, willful act, or faulty workmanship by You or anyone working for or under the direction of You (other than Us);
  - 6.6.6 Structural defects in the Works, including, but not limited to, subsidence and its resultant effect;
  - 6.6.7 Damage to drainage systems caused by root penetration or any other outside force; and
  - 6.6.8 Any roofing work where We advise that the overall condition of the roof is poor and is in need of more extensive work and the work to be undertaken involves less than 20% of the area of the roof.

## 7. Time and Materials Charges

- 7.1 Where Services are provided on a time and materials basis, the charges payable for the Services shall be calculated in accordance with Our Standard Rate Card.
- 7.2 If the Services take longer than one hour, We will charge You in 30 minute increments thereafter.
- 7.3 Our standard rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on weekdays (excluding public holidays)("Standard Working Hours").
- 7.4 We shall be entitled to charge an overtime rate as per our Standard Rate Card on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside Our Standard Working Hours.
- 7.5 All charges quoted to You shall be exclusive of VAT and materials (unless specified). These costs will be added to the invoices at the appropriate rate.
- 7.6 In order to secure a booking for the commencement of the Services:
- 7.6.1 a non-refundable deposit of £200 shall be payable upon our acceptance of the Quote, and the balance shall be payable upon Completion; and
  - 7.6.2 In addition, You may be required to pay an amount in advance to Us equal to the cost of materials and 20% of the quoted labour charges before the commencement of the Services.

## 8. Fixed price contract work ("FPCW")

Where Services are provided for a fixed price the following provisions shall apply:

- 8.1 The total price for the Services shall be the amount set out in Our quote or such other amount as is agreed by You and Us.
- All payments shall be made to Us according to the following schedule:
- 8.2.1 For Projects under £50,000:
    - 8.2.1.1 50% on signature of Our Quote;
    - 8.2.1.2 25% halfway through the Project; and
    - 8.2.1.3 Balance of 25% upon Completion.
  - 8.2.2 For Projects over £50,000:
    - 8.2.2.1 20% on signature of Our Quote;
    - 8.2.2.2 50% half-way through the Project;
    - 8.2.2.3 25% upon Completion; and

8.2.3.4 5% withheld until snagging is complete.

- 8.3 Our charges shall include the labour costs in respect of work only and You agree to bear all of the cost of any items/parts/materials required.
- 8.4 You shall allow Us access to the Property at all times to carry out the Project and if You shall wrongly deny access We shall be entitled to state that Completion has taken place and You shall be liable to pay to Us the unpaid amount of Our charges.

## 9. Invoices

- 9.1 We reserve the right to produce interim invoices before the Services are completed for work undertaken, expenses and costs incurred, to that date.
- 9.2 All invoices should be paid in full, in cleared funds, to Us (without deduction, counter claim or set-off) within 7 days of the date of Our invoice together with the Value Added Tax.
- 9.3 Expenses, materials and third party services will be charged to You at cost +20% unless otherwise specified.
- 9.4 Unless We provide You with Quote for the works, all the works will be charged with Our standard rate card at the time of the works carried out.

## 10. Late Payment

- 10.1 If You fail to pay Us on the due date, We may Charge interest on such sum from the due date for payment at the annual rate of [4%] above the base lending rate from time to time of the Bank of England, accruing on a daily basis, whether before or after any judgment and You shall pay the interest immediately on demand.
- 9.2 Until payment is made in full, we may suspend all Services and set off any liability of You to Us against any liability of the Us to You, without prejudice to any other rights We may have.
- 9.3 Any invoice outstanding beyond 30th day of the month, following the invoice date or amend as necessary, will be referred to Daniels Silverman Limited and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.

## 11. Timetable for Works

- 11.1 Of course we will make every effort to complete the Works in the time agreed between Us
- 11.2 If the Works warrant it, We will produce a Schedule of Works.
- 11.3 Due to the nature of the Project, delays may be inevitable which are outside of our control and the Schedule of Works may at times need to be altered to reflect such delays. We cannot be held responsible for such delays.
- 11.4 You agree that the Contract Period shall be extended as necessary to take into account any one (or more) of the following:
- 11.4.1 Material changes in specification to the Works;
  - 11.4.2 Your delayed instructions or lack of instructions on the Works, changes to the Works and /or Your choice of materials;
  - 11.4.3 Delay in acquiring materials due to lead times from suppliers allowing that materials can only be ordered once this contract is in place;
  - 11.4.4 Delay caused by You (e.g. refusal of access to property);
  - 11.4.5 Your failure to pay any stage payment when due;
  - 11.4.6 Weather conditions which delay or prevent us continuing The Work.
  - 11.4.7 Civil commotion, wars, riots and lockouts. Illness, force majeure or any other event beyond Our control.
- 11.5 If the Works are delayed or lasts longer than expected for any reason (other than for reasons of Our fault), or if the delays are caused by You, We will adjust the price accordingly, as shown in clause 12
- 11.6 Please be aware that all times given for the commencement and completion of the Services are estimates and time is not of the essence.

## 12. Changes in the Works

- 12.1 If you want to change the Works, for whatever reason, You must confirm this in writing as soon as practicable.
- 12.2 Once you inform us of a change and such changes are possible, we will inform You of this and adjust the Contract Price accordingly.

- 12.3 We will also carry out any change instructed by an appropriate local authority or public utility officer, but only after giving You have given Us written notice thereof.
- 12.4 However, if you can change those requirements, while still meeting your legal obligations, you may do so. But you must tell us, in writing, before we start carrying out that change.
- 12.5 Whichever applies, we will adjust the Contract Price accordingly.
  - 12.5.1 The price will be adjusted by:
  - 12.5.2 written agreement beforehand, if possible; or if not then
  - 12.5.3 verbal agreement confirmed by later written agreement;
  - 12.5.4 later written agreement; or if not then;
  - 12.5.5 referring to any priced documents, if this applies; or if not then
  - 12.5.6 a reasonable amount for the work done or goods supplied.
- 12.6 When pricing any changes, reference may be made to:
  - 12.6.1 priced documents, if this applies; or if not then
  - 12.6.2 the rates, if this applies; or if not then
  - 12.6.3 a reasonable amount for the work done or goods supplied.
- 12.7 Every change which results in extra or revised work (as opposed to a change leaving something out) may mean extra costs.
- 12.8 If a change does result in extra costs these costs will be agreed with you or calculated in accordance with this clause 12.
- 12.9 If unexpected work arises, we will tell you and seek to agree a revised Contract Price with You.
- 12.10 You may not use or instruct our employees, subcontractors or tradesmen. If you do, you will have to pay us as if we had carried the work out.

### **13. Insurance & Grant Payments**

If You have the right to receive insurance money or a local authority grant, You must transfer to us your right to that money or the grant. We will use this amount towards the Contract Price.

### **14. Joint Accounts**

- 14.1 For Projects over £50,000, before the work starts, you mustPay the full amount of the Contract Price into an interestbearing account in joint names (The Account), which requires Your and Our signatures.
- 14.2 You must immediately increase or reduce the amount in theaccount (including VAT) as per Our updated Quote if We need to adjust the Contract Price.
- 14.3 You must make all payments to us from this account as per our invoices.
- 14.4 You will receive any money left in the account, after paying the final bill.

### **15. Inspection of Work**

- 15.1 You shall inspect the Works as far as it is reasonably possible to do so immediately upon their Completion (though failure to countersign the relevant Inspection of Work Sheetshall not imply rejection of the Works).
- 15.2 If You consider that the Works, or any part thereof, are not in accordance with the Quote of these Conditions,You shall within 7 days from the date of the inspection give Us detailed notice in writing, setting out your concerns.
- 15.3 In the absence of any such notice, the Works shall be conclusively presumed to be complete and free from any defect, which would be apparent on reasonable examination.

### **16. Health & Safety**

- 16.1 We will be responsible for all health-and-safety issuesrelating to the Works.
- 16.2 If Construction Design and Management Regulations 2007 apply, We must keep to Our obligations and You must keep to Your obligations.

### **17. Company Property (tools, etc.)**

All machinery, equipment, tools, drawings and specifications supplied by Us to You (including Our Equipment) shall, at all times, belong and remainexclusively to Us.

### **18. Provision of Goods**

- 18.1 Any materials or goods we supply will be:
- 18.1.1 new, unless you agree otherwise in writing;
  - 18.1.2 of satisfactory quality;
  - 18.1.3 of the description you give for their type, as far as possible;
  - 18.1.4 of the appropriate British standard and codes of practice, in force at the date of placing the order; and
  - 18.1.5 fit for their normal purposes.
- 18.2 We will get any materials or goods You ask Us to, as long as they are available, within a reasonable period.
- 18.3 If shown in Schedule A we will get these from Your named supplier.
- 18.4 If necessary, we may charge an additional cost for time and delivery to acquire these items.
- 18.5 We will not be liable for:
- 18.5.1 the satisfactory quality of any materials or goods You provide; or
  - 18.5.2 the satisfactory quality or whether they are fit for purpose (or both) of any materials or goods if this clause applies.
- 18.6 If, instead of any normal purposes, You have told us about a special purpose for any materials or goods You should preferably confirm this in writing within 14 days of having told us about such special purpose.
- 18.7 You will not own any materials or goods delivered to the site until you have paid Us.
- 18.8 We shall not issue or deliver any certificates, guarantees or other similar documents regarding the Works until payment has been made in full.

## 19. Waste Removal Fees

- 19.1 If, as part of the Services, disposal of materials is required, We shall hire a skip from a local supplier or dispose of waste at a local refuse centre. Any costs & charges incurred by Us will be invoiced to and payable by You.
- 19.2 Unless otherwise agreed, disposal at the local refuse centre will be charged at a minimum of 1 hours labour per visit according to the Standard Rate Card along with the charge levied by the refuse centre. This charge is subject to weight.

## 20. Termination of Fixed Price Contract Work

- The following clause applies to a termination of the Fixed Price Contract Work (FPCW) provided for in Clause 8 above.
- 20.1 Without affecting your other legal rights and remedies, you can end the contract for FPCW in one (or more) of the following circumstances. If, without reasonable cause, we:
- 20.1.1 stop work for 14 days in a row; or
  - 20.1.2 fail to work steadily; and
  - 20.1.3 You send us a written notice, telling us to restart work or work steadily and we do not do this within seven days of receiving your notice.
  - 20.1.4 If we become bankrupt.
  - 20.1.5 If we go into liquidation.
  - 20.1.6 If we make a composition or arrangement with our creditors.
  - 20.1.7 If we are wound up.
  - 20.1.8 If a receiver or manager is appointed over our business, unless this is to amalgamate or reorganise the business.
- 20.2 If the FPCW contract entered into is an off-premises or distance contract you will have fourteen 14 calendar days from the date on which the contract was entered into in which to cancel the contract without having to provide a reason. Please refer to Clause 2 above for further information.
- 20.3 However, we can still use all our legal rights and remedies.
- 20.4 If You cancel the Contract without Our consent other than due to paragraph 20.1 above, You shall indemnify Us against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing, and for the avoidance of doubt any such cancellation is without prejudice to Our right to payment in accordance with the Inspection of Works clause or to the cancellation charges listed in clause 20.5 below.
- 20.5 If, without cause You cancel the FPCW to be undertaken pursuant to a Quote accepted by You, after the 14-Day Period, You will be liable for the following cancellation charges:
- 20.5.1 a contribution to the bank and credit card charges incurred by Us, 5% of any amount already paid to Us and which is to be refunded by Us, and
  - 20.5.2 a contribution to the administration, demobilisation and other costs incurred by Us, £50

(plus VAT), or if the cost is greater:

- 20.5.2.1 5% of the Contract Price if the cancellation is made less than 14 days prior to the specified commencement date for the Works,
- 20.5.2.2 10% of the Contract Price if the cancellation is made less than 7 days prior to the said specified commencement date and
- 20.5.2.3 20% of the Contract Price if the cancellation is made less than 2 days prior to the said specified commencement date.

Our right to suspend or end a FPCW contract

- 20.6 Without affecting our legal rights and remedies, we can end all or suspend all or part of our obligations under a FPCW contract in one (or more) of the following circumstances.
  - 20.6.1 If You fail to pay any amount due and still fail to pay for seven days after receiving a written notice We send demanding payment and warning you of our intention to end all or suspend all or part of Our obligations under the FPCW contract; or
  - 20.6.2 If You, or anyone You employ or Your agent, interfere with or obstruct the work or fail to make the site available for Us (without good reason) for the Contract Period (or any one or more of these); or
  - 20.6.3 If you become bankrupt or go into liquidation, or make a composition or arrangement with your creditors (or any one or more of these); or
  - 20.6.4 If you cause, or attempt to cause, the withdrawal or cancellation of the grant payment or insurance money referred to in clause 13 above.
- 20.7 After we use our right to suspend part of a FPCW contract, we can still end our obligations under it if you are still at fault. We will be entitled to all relevant payments due to us; and any reasonable costs and any reasonable losses we suffer (including loss of profit) involved in or resulting from ending all or suspending all or part of our obligations under the FPCW contract within 14 days of asking for payment.
- 20.8 Our right to suspend performance ends when you pay the amount due in full unless in the meantime we have ended our obligations under the FPCW contract, however, you can still use all your legal rights and remedies.

Pursuant to clauses 3.8, 20.5 and 20.6 above, If either of Us terminate a FPCW contract all sums owing to Us up until the date of termination, including any costs we have incurred and/or losses borne, shall become immediately payable.

## 21. Our Liability

- 21.1 This condition sets out Our entire financial liability (whether in contract or tort) (including any liability for the acts or omissions of Our employees, agents, consultants, and subcontractors) to You in respect of:
  - 21.1.1 any breach of the Contract;
  - 21.1.2 any use made by the You of the Services or any part of them;
  - 21.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 21.2 Our entire liability under this Contract shall be limited to:
  - 21.2.1 the repair or making good of any defect as outlined in section 24 above; or
  - 21.2.2 the reasonable costs incurred by You for repair or reinstatement of any loss or damage to Your property that results from Our negligence or that of Our employees, agents or subcontractors; or
  - 21.2.3 the price paid for the Services.
- 21.3 We will not be responsible for damage suffered to a part of Your property where a defect or weakness in the property is a contributing factor to the damage.
- 21.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

## 22. 3rd Party Liability

- 22.1 We may subcontract any part of the Project, and will still be responsible for the Works, except for in

the following circumstances:

- 22.1.1 the unsatisfactory quality or fitness for purpose of any materials or goods, chosen by You from or selected by Your named subcontractor or Your named suppliers (or any one or more of these); or
  - 22.1.2 any defective design by Your named subcontractor.
  - 22.1.3 However, this does not apply if it is something that We, for our Own purposes, ask Your named supplier to supply or Your named subcontractor to do, and which is separate from Your instructions.
- 22.2 We shall not be liable in the event that any Contractor brought in by You causes the Works to be delayed or amended as a result of fault on the Contractor's part in which case You shall be liable to pay an additional charge to Us in respect of any further works required as a result.

## 23. Your Liability

- 23.1 You agree to indemnify Us for any loss, damage, claim or costs We incur which arise as a result, direct or indirect from any act, omission, negligence, failure or delay in the performance of the Your obligations under these Conditions.
- 23.2 We shall be entitled to make an extra charge in the Contract Price:
- 23.2.1 if Your Insurers require any additional works to be effected to Your property; and/or
  - 23.2.2 any items supplied by You or Your Contractors are missing or defective or do not arrive on time causing Us loss; and/or
  - 23.2.3 You change Your mind about previously agreed colour schemes, tiling designs and the like; and/or
  - 23.2.4 You do not pay on time.

## General Terms

### Insurance

- 24.1 We will hold valid insurance as required by UK law for public and employers liability for £1,000,000 or more. We will also be responsible for damage to the Contract works during construction by third parties except in the following circumstances:
- 24.2 Damage by the Client and/or members of the Client's household
  - 24.3 Damage by visitors to the Client
  - 24.4 Damage to the works following completion of the affected stage.

### Force Majeure

25. We shall be released from Our obligations under a FPWC Contract if We are prevented from, or delayed in performing, Our obligations or from carrying on Our business by acts, events, omissions or accidents beyond Our reasonable control, including (without limitation) the event of national emergency, war, prohibitive governmental regulation, strikes, other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, riot, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, if such events persist for a period longer than one month, whereupon all money due under this Contract shall be paid immediately

### General

26. All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successor in title to the parties.
27. All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it.
28. If any provisions of this Agreement are found by a Court of competent jurisdiction to be invalid the parties nevertheless agree that the Court shall endeavour to give effect to the parties' intentions as reflected in these provisions and that the other provisions in these Terms shall remain in full force and effect.
29. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to



enforce all terms and conditions of this Agreement.

30. We are an independent contractor. Whilst We shall endeavour to co-operate, wherever possible, with Your wishes of the Customer, We ultimately shall not be subject to directions from You as to the manner in which We shall perform the Works.
31. You acknowledge that You have not entered into this Agreement in reliance upon any written or oral representation made by or on behalf of Us. This Agreement, therefore, will constitute the whole Agreement between You and Us with regards to the Works, and any prior agreement or understanding of the parties in respect of the same is superseded.

### 32. Governing Law

This Contract shall be governed in accordance with the laws of England and You shall irrevocably submit to the exclusive jurisdiction of the courts of England.

### 33. Contact

Should You wish to contact Us, please do so via:

Kelmscott Home Improvement Ltd  
6 Grange Mills  
Weir Road  
London SW12 0NE

Telephone: 020 8772 8191

Email: [info@khil.co.uk](mailto:info@khil.co.uk)

Schedule A - Your nominated suppliers