**Terms & Conditions**

The following terms and conditions of business apply to all works carried out by Lemontrade Group Limited:

1 Parties, Definitions and Interpretation

* 1. In these Terms and Conditions (which are referred to in this document as “these Terms”),

“**Customer**” means the customer for whom the Works are to be carried out by Lemontrade Group Limited. The Customer will be the person who accepts the estimate or quotation (“the Primary Customer”). However, it will be assumed that the spouse/partner of the Primary Customer has delegated authority to agree to alterations to the Works in the absence of the Primary Customer.

 “**Lemontrade Group Limited**” means Lemontrade Group Limited, who’s staff will perform the Works requested by the Customer.

“**Contract**” means the agreement between the Customer and Lemontrade Group Limited to carry out the Works of which these Terms form a part and (where these Terms are a schedule to a signed agreement between the Customer and Lemontrade Group Limited (“the Agreement”) the Agreement,

“**Estimate**” means an approximate cost for the labour, materials, hire and delivery charges necessary to undertake a piece of work based on what Lemontrade Group Limited understands is the work, their skill, knowledge and past experience. It is not a fixed price to undertake the works. Where the full extent of the Works cannot be determined with certainty before work commences an estimate is the most appropriate way to express the likely costs.

“**Quotation**” means an offer to undertake the work for an exact price. Once accepted you (“Customer”) will not be charged more than the agreed price unless you agree to extra work, or the scope of the job changes while it is underway.

“**Small Works**” means a piece of Work Estimated to be up to 1 hours duration, excluding any setting up or clearing away tasks.

“**Works**” means the works described in Lemontrade Group Limited’s Estimate or Quotation and/or as referred to in Lemontrade Group Limited’s Work Variation Sheet or any other document or email issued by Lemontrade Group Limited, as may be varied by agreement in writing between the parties.

For the purposes of these Terms, “in writing” includes by email and any document which is set out in a hand-held device and any signature on a hand held screen shall be treated as in writing. In these Terms words importing the masculine gender also include the neuter and the feminine gender and words importing the singular number include also the plural number, where the context so requires.

**2 General**

2.1 All Estimates and Quotations given by Lemontrade Group Limited, all orders and instructions given by the Customer, and all work authorisations, are governed by these Terms. They supersede any other terms appearing elsewhere and override and exclude any other terms stipulated or incorporated or referred to by the Customer, whether in the order or instructions or in any negotiations or in any course of dealing established between Lemontrade Group Limited and the Customer, except where these Terms are a schedule to a signed Agreement between the Customer and Lemontrade Group Limited, in which event these Terms apply only to the extent not inconsistent with that Agreement.

2.2 The Customer acknowledges that Lemontrade Group Limited has not made any representations (other than any expressly stated in the Contract and/or in Lemontrade Group Limited’s Estimate or Quotation), which have induced it to enter into the Contract, and the Contract shall constitute the entire understanding between the Customer and Lemontrade Group Limited for the performance of the Works (and detailed in paragraph 4 below).

2.3 No modification to the Contract shall be effective unless made by an express written agreement or email exchange between the parties. The signing on behalf of Lemontrade Group Limited of any documentation of the Customer shall not imply any modification of the contract.

2.4 Nothing in this Contract is intended to confer on any person any right to enforce any term which that person would not have but for The Contracts (Rights of Third Parties) Act 1999. Accordingly, a person who is not a party to this Contract shall have no rights under that Act to enforce any of its terms, but this does not affect any right or remedy of such person, which exists or is available apart from that Act.

**3 Estimates and variations to the price**

3.1 Any Estimate which may be given either verbally or in writing by Lemontrade Group Limited is subject to withdrawal by Lemontrade Group Limited at any time before receipt of an unqualified acceptance from the Customer and shall be deemed to be withdrawn unless so accepted within fourteen (14) days from its date

3.2 Unless otherwise specified by Lemontrade Group Limited in the relevant Estimate, an Estimate is not a firm or fixed price Quotation. It is an estimate of the likely minimum cost of the Works, based on the information made available to Lemontrade Group Limited. Lemontrade Group Limited’s final price will be calculated on the basis specified in the estimate, if any, or if none, in accordance with Lemontrade Group Limited’s Schedule of Rates applicable at the time the Works are carried out and may be increased above (but not reduced below) the specified price. Any amendments to the Works agreed by the parties shall be treated in the same manner as the original Estimate. Furthermore, Lemontrade Group Limited reserves the right to increase the price before carrying out the Works by an amount equivalent to any increase to Lemontrade Group Limited in the cost of relevant materials, labour, equipment hire or transport since the date upon which Lemontrade Group Limited’s estimate, written, emailed or oral, was given, save that if this would increase the estimated price by more than 10%, the Customer may cancel the Contract provided it does so before the Works are begun, any relevant materials are ordered or any relevant equipment is hired.

3.3 Lemontrade Group Limited charge for the collection of materials in connection with the Works. A mileage rate will be charged for the distance travelled between the Works site and the material collection point and return, in accordance with Lemontrade Group Limited’s Schedule of Rates applicable at the time the Works are carried out. The time taken to travel to/from the collection point, the time to select, procure and load/unload the materials will also be charged in accordance with Lemontrade Group Limited’s Schedule of Rates applicable at the time the Works are carried out. If the materials are ordered for subsequent delivery by the material supplier to site, a charge may be made by Lemontrade Group Limited for the time taken to research and place the order and any delivery fees charged by the suppler will be charged to the Customer. The time taken to offload, unpack and store any materials will be considered part of the Estimates work content and will therefore be charged in accordance with Lemontrade Group Limited’s Schedule of Rates applicable at the time the Works are carried out.

3.4 Materials will be supplied at the Suppliers published/ shelf price and where any multi buy discount applies (buy one get second half price for example) these Supplier discounts will be passed directly through for the benefit of the Customer. Lemontrade Group Limited do not apply a mark-up to cover handling, stock maintenance etc. Lemontrade Group Limited cannot offer any guarantees in terms of material performance, if the materials are supplied by the customer. Materials once paid for are then owned by the Customer. Lemontrade Group offer no refunds for materials not used. Should you wish to return the materials we are happy to help but the time taken to facilitate returning materials will be charged in accordance with Lemontrade Group Limited’s Schedule of Rates applicable at the time. Any refund due for returned materials will be net of the cost of postage & packing and any supplier restocking fees. Should there be any delay in the work or the work takes longer to complete due to the materials supplied by the Customer, Lemontrade Group Limited with make an additional charge for all delays and additional work.

3.5 Lemontrade Group Limited Schedule of Rates is available on-line or for inspection at Lemontrade Group Limited’s premises during normal business hours. The Schedule of Rates specifies the hourly rates. Charges are made by the hour, rounded up to the next half hour. Where the Work content is less than or equal to an hour, excluding set up and clearing away tasks, this will be a Small Works package. For Small Works, there is a minimum charge of two hours plus set up and clear away charges as defined in the Estimated. The charge for the two hours will be in accordance with Lemontrade Group Limited’s Schedule of Rates applicable at the time the Works are carried out.

3.6 The time taken to unload materials and tools, prepare the site and set up any protective barriers/covers within or around the work area are part of the overall Works package. Lemontrade Group Limited charge for this time, in accordance with Lemontrade Group Limited’s Schedule of Rates applicable at the time the Works are carried out.

3.7 The time taken to clear the work site including the removal of surplus materials, tools, protective barriers/covers within or around the work area are part of the overall Works package. Lemontrade Group Limited charge for this time, in accordance with Lemontrade Group Limited’s Schedule of Rates applicable at the time the Works are carried out.

3.8 Travel time to and from the site to undertake Works, will not normally be charged unless expressly stated in the Estimate or Quotation. Where a charge is applicable, this shall consist of a charge per mile for any miles travelled after the first 15 miles of each journey and any time consumed travelling after the first 30 minutes of a journey to/from site in accordance with Lemontrade Group Limited’s Schedule of Rates applicable at the time the Works are carried out. For Small Works packages the thresholds whereupon mileage and travel time become chargeable are reduced to 6 miles and 15 minutes.

3.9 To fairly represent and recover the operational overheads of running the business Lemontrade Group Limited do no add a percentage mark up to materials or labour but charge a fixed fee per hour in accordance with Lemontrade Group Limited’s Schedule of Rates applicable at the time the Works are carried out.

3.10 During the course of the Work unexpected issues resulting in additional Works may be found. Wherever possible Lemontrade Group Limited will seek authorisation from the Customer to perform any additional works found. Authorisation can be agreed verbally to allow works to progress efficiently but will be confirmed in writing at the earliest opportunity. Additional works will incur additional material and labour charges. Where the Customer is not on site and cannot be contacted by phone and an issue arises, the Customer must confirm prior to any works commencing how they want such circumstances to be handled.

**3a Quotations**

3a.1 Unless otherwise specified by Lemontrade Group Limited where the Customer is provided with a fixed price Quotation by Lemontrade Group Limited that fixed price shall be valid and open for acceptance within fourteen (14) days unless a longer time is specified on the face of the Quotation and, if not so accepted within the designated period shall be deemed withdrawn.

3a.2 Before the commencement of work Lemontrade Group Limited reserves the right to require the Customer to pay an initial payment of 20% (or such greater sum if so required) against the full Quotation Value on all quoted Works above £500.00. All materials will be paid in full before the start of any work.

**4 The Works**

4.1 All descriptions, illustrations etc. contained in any catalogues, price lists or advertisements, or otherwise communicated to the Customer, are intended merely to present a general idea of the Works and nothing contained in any of them shall form a part of the Contract.

**5 The Price**

5.1 The price payable by the Customer is calculated as specified in paragraph 3 above and shall be stated on the Invoice or where no price is stated prior to the issue of an invoice, our current standard price for the services provided. The charge shall consist of the cost of materials supplied by Lemontrade Group Limited and the amount of time spent in undertaking the Works (including reasonable time spent ordering, collecting parts and materials as stated in 3 above) charged in accordance with Lemontrade Group Limited current Schedule of Rates.

5.2 Unless otherwise stated, the prices shown in Estimates and Quotations provided by Lemontrade Group Limited are shown inclusive of Value Added Tax at the prevailing rate.

**6 Payment**

6.1 Payment by the Customer is due on completion of the Works. Payment can be made by cash, cheque or BACS. For cash and cheque payments, an admin fee will be charged to cover or the processing effort and any bank charges levied to process the cash/cheque, in accordance with Lemontrade Group Limited’s Schedule of Rates applicable at the time the Works are completed.

6.2 Lemontrade Group Limited will seek to submit invoices to Customers within 10 days of completion of the Works and subject to paragraph 8 below, payment must be made by the Customer within 7 days after the date of issue of the invoice.

6.3 Where the Works have been priced by way of a fixed price Quotation and have been completed subject to any outstanding snagging, 95% of all amounts outstanding must be paid on such completion and the Customer must provide access to Lemontrade Group Limited without delay to enable the snagging to be finalised. The balance of 5% will become payable upon the finalization of the snagging or, if access has not been made available to carry out the snagging within 14 days of completion, at the expiry of such 14 day period.

6.4 Where the Customer is represented by a third party (such as a managing agent, contractor or other representative), in the event of non-payment by the Customer, the third party will be responsible for payment unless Lemontrade Group Limited has agreed otherwise in writing.

6.5 Lemontrade Group Limited shall be entitled to interest on a daily basis and reserve the right to charge such interest on any amount not paid on the due date for payment from such due date until payment in full at 8% above the Bank of England base rate at the relevant time.

6.6 Lemontrade Group Limited shall not be required to issue or deliver any certificates, guarantees or other similar documents regarding the Works until payment has been made in full.

**7 Commencement and Completion Dates**

7.1 Dates specified for the commencement and completion of the Works are estimates only. Lemontrade Group Limited shall use all reasonable endeavours to ensure that it will attend on the date and time agreed. However, it accepts no liability in respect of non-attendance or late attendance on site or for the late delivery of materials. Time shall not be of the essence of the Contract except as provided for in paragraph 16 below.

 **8 Inspection of the Works**

8.1 The Customer shall inspect the Works as far as it is reasonably possible to do so immediately upon their completion (though failure to countersign the relevant Works Detail Sheet shall not imply rejection of the Works) and if it considers that the Works or any part thereof are not in accordance with the Contract, it shall within 7 days from the date of inspection give detailed notice in writing thereof. 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.

**9 Indemnity**

The Customer shall indemnify Lemontrade Group Limited against all actions, suits, claims, demands, losses, charges, costs and expenses which Lemontrade Group Limited may suffer or incur in connection with a claim by any third party resulting from a breach of the Customers obligations, undertakings, representations and warranties in connection with this Contract.

**10 Whole Agreement and Exclusion of Liability**

10.1 These terms set out Lemontrade Group Limited’s entire liability in respect of the Works and Lemontrade Group Limited’s liability under them shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities, expressed or implied, in respect of the Works and the quality thereof.

**11 Limitation of Liability and Liability of Lemontrade Group Limited**

Lemontrade Group Limited liability shall be limited to:

11.1 the repair or making good of any defect pursuant to its undertaking in paragraph 13 below and subject always to paragraph 8 above.

11.2 liability for death or personal injury resulting from negligence in the course of carrying out Lemontrade Group Limited’s duties, and

11.3 the reasonable costs of repair or reinstatement of any loss or damage to the Customers property if such loss or damage results from Lemontrade Group Limited’s negligence or that of its employees, agents, franchisees, or sub- contractors and the Customer incurs such costs.

**12 Access**

12.1 The Customer shall provide clear and safe access to enable Lemontrade Group Limited to undertake the Works and will make all necessary arrangements with the proper persons or authorities for any traffic controls and signals or other permits or permissions required in connection with the carrying out of the Works. The Customer will at all times, provide a safe working environment for Lemontrade Group Limited and its employees, agents, franchisees and sub-contractors for the purposes of carrying out the works. Where applicable to drainage works, the Customer will provide, if possible a plan showing drain layouts. If this is not available, Lemontrade Group Limited reserves the right to render additional charges at the relevant applicable rate in accordance with paragraph 3.2 above if blockages occur in drains not covered by the specifications or if it is necessary to trace unidentified drains to complete the Works. The Customer must obtain any permission for Lemontrade Group Limited to proceed over property belonging to third parties. The Customer shall indemnify Lemontrade Group Limited against all claims of whatsoever nature made by third parties arising out of the presence of Lemontrade Group Limited its employees, agents, or sub-contractors on the Customer’s property save where such claim results directly from negligence on Lemontrade Group Limited’s part. The Customers shall be liable to Lemontrade Group Limited for all loss of damage whether direct, indirect or consequential which is suffered by Lemontrade Group Limited as a result of failure or delay by the Customer in performing the obligations referred to above.

**13 Defects**

13.1 Subject to paragraph 8 above and the exclusions listed below, Lemontrade Group Limited undertakes to repair or make good any defect in completed work which appears within six months of completion of the same to the extent that such defect arises from a breach of Lemontrade Group Limited’s obligations under the Contract and provided that details of the defect are notified by the Customer to Lemontrade Group Limited in writing within such period that Lemontrade Group Limited and its insurers are given the opportunity of inspecting.

**14 Customer’s Liability**

14.1 The Customer shall be liable for: – Any loss, damage or injury, whether direct or indirect or consequential, resulting from failure or delay in the performance of the Customer’s obligations under these terms – Providing all necessary power and a clean water supply for Lemontrade Group Limited’s use in the execution of the contracted works – The safety of both plant and machinery belonging to or hired in by Lemontrade Group Limited or its employees, agents, and sub-contractors and shall indemnify Lemontrade Group Limited against it’s loss, theft or damage.

 14.2 The Customer must let Lemontrade Group Limited know of any dangerous gases, liquids or other materials or of anything which the Customer believes may present a hazard or danger to any person who is due to carry out the Works before such work is started.

14.3 The Customer must provide Lemontrade Group Limited with all necessary details in respect of any relevant requirements specified by Building Control, Local Planning Authority, the Factory Inspector or any other similar regulatory authorities.

**15 Cancellation**

15.1 If the Customer cancels the contract without Lemontrade Group Limited’s consent other than pursuant to paragraph 3.2 above, the Customer shall indemnify Lemontrade Group Limited against all loss, damage, claims or other actions arising out of such cancellation unless otherwise agreed in writing, and for the avoidance of doubt any such cancellation is without prejudice to Lemontrade Group Limited’s right to payment in accordance with paragraph 6 above.

15.2 If Lemontrade Group Limited is unable to gain access to the Customer’s premises or carry out the full works due to something the client has not done i.e. not moved heavy items or car in the way, the Customer will be liable to pay the full amount of the Estimate/quotation if the issue is not able to be resolved the same working day. Should Lemontrade Group Limited need to return to finish of the works the customer will be liable for additional costs. This shall apply irrespective of the Works having been booked by the Customer or by someone acting on the Customers behalf e.g. tenant.

15.3 If the Customer cancels the Works to be undertaken pursuant to an Estimate accepted by the Customer, subject to paragraph 3.2 above or pursuant to a Quotation subject to paragraph 3a above the Customer will be liable for a cancellation charge of 15% of the quotation price if the cancellation is made less than 14 days prior to the specified commencement date for the Works, 25% of the quotation price if the cancellation is made less than 7 days prior to the said specified commencement date and 50% of the quotation price if the cancellation is made less than 2 days prior to the said specified commencement date.

**16 Removal of Waste Materials**

16.1 Unless agreed in writing between the parties, the Customer will be responsible for the removal from site of all waste materials resulting from the Works.

16.2 All householders in England have had a legal responsibility to ensure that all of their waste is disposed of properly. If you do not wish to dispose of any waste generated whilst we carry out any work at your property/site Lemontrade Group Limited are a Registered Waste Carrier, registered with the Environment Agency and as such can dispose of the waste on your behalf. Your waste will be disposed of at a legitimate registered site and a duty of care Waste Transfer Note will be issued. We will hold the Waste Transfer Note on your behalf at our premises.

16.3 Depending on the quantity and type of waste required to be disposed of, the Registered Waste Site will charge a Disposal fee. Lemontrade Group Limited will also charge for the time and distance travelled to undertake responsible waste disposal. The Disposal fee and Lemontrade Group Limited charges will be in accordance with the Waste Disposal Sites and Lemontrade Group Limited’s Schedule of Rates applicable at the time the waste disposal is carried out. An estimate for this service can be provided upon request by the Customer.

**17 Waiver, Variation etc**

17.1 No waiver by Lemontrade Group Limited of any breach by the Customer shall operate as a waiver of any preceding or subsequent breach by the Customer. No variation shall be effective against Lemontrade Group Limited unless sanctioned in writing by Lemontrade Group Limited. No forbearance or delay on Lemontrade Group Limited’s part shall prejudice Lemontrade Group Limited’s rights and remedies under this contract.

**18 General**

18.1 If any provision set out in these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provisions held invalid shall not be effected. These Terms and Conditions shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts