

# Cosmetic Repair Terms and Conditions

These Terms and Conditions are for the sale of Services by Burry Sealants Limited (“BSL”), a company registered in England & Wales, company number 07583389, and whose registered address is at The Old Post Office, 41-43 Market Place, Chippenham, Wiltshire, England, SN15 3HR.

## 1. Definitions

1.1. In these Terms & Conditions, the following definitions apply:

<b>“Contract”</b>	Means the agreement for the provision of Services (as defined below) or included in any Tender.
<b>“Client”</b>	means the individual, contractor or business that has engaged BSL to deliver Services.
<b>“Order”</b>	Means the Client’s Order for the supply of Goods and/or Services, as set out in BSL’s Order Acknowledgement, or, if none, the Client’s written acceptance of BSL’s Tender.
<b>“Parties”</b>	Means both the Client and BSL, and <b>“Party”</b> shall refer to either one of them. A reference to a Party includes its personal representatives, successors, or permitted assigns.
<b>“Services”</b>	Means the Services set out in BSL’s Tender and any other Services BSL provides or agrees to provide to the Client through the change control procedure set out below (Change Control).
<b>“Quotation”</b>	Means the document outlining the Services to be provided and the related charges.
<b>“Terms”</b>	Means these Terms and Conditions.
<b>“Writing”</b>	Or <b>“Written”</b> includes e-mails and any document set out in a hand-held device, and any signature on a hand-held screen shall be treated as in writing.

## 2. The Contract

- 2.1. The Order is an offer by the Client to buy Goods and/or Services under these Terms.
- 2.2. The Order is accepted when BSL issues written acceptance, creating the Contract on that date.
- 2.3. These Terms and any referenced documents form the entire agreement between BSL and the Client, excluding all other agreements and terms, including any the Client may try to impose or that are implied by trade, custom, practice, or course of dealing.
- 2.4. The Client confirms it hasn't relied on any statements, promises, representations, assurances, or warranties not included in the Contract.
- 2.5. Any samples, drawings, descriptive matter, or advertising by BSL are for illustration only and do not form part of the Contract or have any contractual force.
- 2.6. Both Parties agree to do everything necessary to ensure the Terms of this Contract take effect.
- 2.7. Changes to these Terms are only valid if agreed in writing by both Parties.
- 2.8. Any Contract changes or additional obligations must be in writing and signed by both Parties.
- 2.9. This Contract is non-exclusive, allowing both Parties to engage with third Parties for similar Services.
- 2.10. BSL's obligations end when this Contract is terminated unless stated otherwise.

## 3. Supply of Services

- 3.1. BSL will perform the Services as specified in the Contract, including providing all necessary labour, materials, and equipment to meet the required standards.
- 3.2. BSL is committed to high-quality workmanship and will ensure all Services are performed by skilled

and qualified personnel, following industry best practices and standards.

- 3.3. BSL will comply with all relevant laws, regulations, and industry standards, including health and safety and environmental regulations.
- 3.4. BSL will maintain a clean and safe work environment, taking all necessary precautions to prevent accidents and ensure the safety of everyone on site.
- 3.5. BSL will make reasonable efforts to meet agreed performance dates, but these dates are estimates, and time is not critical for the performance of the Services.
- 3.6. BSL may hire subcontractors to perform some or all of the Services, ensuring they are qualified and capable of meeting the required standards.
- 3.7. Conditions and Limitations:
  - 3.7.1. BSL's responsibilities depend on the Client providing full and unrestricted access to the work surface. BSL is not responsible for delays or extra costs due to restricted access.
  - 3.7.2. BSL's responsibilities depend on the surface being ready for the Services. BSL is not responsible for delays or extra costs if the surface is unprepared.
  - 3.7.3. BSL is not responsible for defects or issues from pre-existing conditions that were not disclosed or identified at the quotation stage.
  - 3.7.4. BSL is not responsible for delays or extra costs due to interference from other trades or third Parties.
  - 3.7.5. Surfaces must be clear, clean, dry, and dust-free.

#### **4. Site Visits and Abortive Visit Charges**

- 4.1. If an operative arrives for a scheduled appointment but cannot carry out the work or gain access to the client's site, an Abortive Visit Charge (AVC) equivalent to the total Order price will apply.

#### **5. Prices and Payment**

- 5.1. All prices or rates advised exclude VAT unless explicitly stated otherwise. VAT will be charged at the prevailing rate. BSL's VAT registration number is GB 110367162. All payments are to be made in Pounds Sterling by bank transfer. Other payment methods may be accepted by prior agreement and at BSL's sole discretion.
- 5.2. Invoices will be issued on completion of Services.
- 5.3. Unless otherwise agreed in writing, all invoices are due for payment within 14 days from the date of invoice.
- 5.4. Any invoice queries must be raised within two (2) working days of the invoice date. While the query is resolved, the Client must pay the undisputed portion of the invoice within the original timescale.
- 5.5. Payment cannot be withheld due to non-payment by the Client's Client, tenant, or any other third Party.
- 5.6. If payment is not received by the due date, BSL may:
  - 5.6.1. Cancel the Contract or suspend further work with immediate effect, disregarding such suspension periods for previously agreed completion times.
  - 5.6.2. Charge interest at 8% above the Bank of England base rate per annum on the unpaid amount starting from the date after the invoice due date until paid, whether before or after any court judgment. Such interest shall accrue daily.
  - 5.6.3. Recover all reasonable costs incurred in collecting overdue payments, including legal fees.
- 5.7. BSL will not provide guarantees, certificates, or similar documents until full payment has been received.

#### **6. The Client's Responsibilities**

- 6.1. The Client must ensure BSL has full access to the work area at all times and that the surface is ready for BSL's work. This includes clearing the work area of any personal items, furniture, or obstructions before BSL arrives.

- 6.2. The Client must provide access to necessary utilities such as water and electricity during the repair process.
- 6.3. The Client must inform BSL of any previous repairs to the area before work starts. The Client must coordinate with other trades to ensure their activities do not interfere with BSL's work. The surface must be free from obstructions, and other trades must complete their work in areas where BSL will work.
- 6.4. The Client must ensure that pets are secured away from the work area and that residents do not enter it while the repairs are being undertaken.
- 6.5. The Client must maintain clear communication with BSL throughout the project. Any changes to the project scope, schedule, or surface conditions must be promptly reported to BSL to avoid delays and extra charges.
- 6.6. The Client must ensure all necessary utilities and facilities (like electricity and water) are available and accessible to BSL's personnel. The Client is responsible for any related costs.
- 6.7. The Client must follow the agreed payment terms and ensure timely payment of BSL's invoices. Delays in payment may result in work suspension and extra charges.
- 6.8. The Client must inform BSL of any warranty restrictions on the surface to be repaired. BSL is not liable for breaches of warranty if this information is not provided before work starts.
- 6.9. The client acknowledges that:
  - 6.9.1. Surface repairs may involve the use of chemicals that emit a strong odour. BSL recommends ensuring adequate ventilation to dissipate the smell. Depending on the type of chemicals used, it is advised to ventilate the area for at least 24 to 48 hours after the repair. Additionally, the client should restrict pets and people from the work area for 48 hours after the repair has been completed to ensure safety and allow the chemicals to dissipate fully.
  - 6.9.2. Temporary or task lighting may cause subtle colour differences when permanent lighting is installed.
  - 6.9.3. Repairs are mainly cosmetic. BSL can often provide extra support to prevent cracks from reappearing, but this is not always possible. BSL is not responsible for imperfect repairs if the surface is already extensively damaged. Some surfaces may be better replaced if perfection is required, as lighting and reflections can affect how noticeable the repair is.

## **7. Defective Service**

- 7.1. The Client will sign off all works following a visual inspection. The Client shall, without limiting any rights of remedy of the Client, promptly report to BSL any defects in BSL's performance as soon as reasonably practicable after any such defect comes to the attention of the Client.
- 7.2. Any defects or issues related to materials used in the Services are covered under the manufacturer's warranty. BSL shall assist the Client in making any claims under the manufacturer's warranty, but BSL shall not be responsible for the replacement or repair of materials.

## **8. Data Protection**

- 8.1. Both BSL and the Client shall comply with all applicable data protection laws and regulations, including but not limited to the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, in relation to the processing of personal data under this Contract.
- 8.2. All personal information that BSL may collect (including, but not limited to, the Client's name, postal address, email address, and telephone number) will be collected, used, and held according to the provisions of Data Protection Legislation as defined in clause 8.1.
- 8.3. BSL's privacy policy sets out how it collects, uses, and stores the Client's personal information.
- 8.4. For the purposes of this Contract, BSL and the Client acknowledge that each Party may act as a data controller or data processor, depending on the nature of the data processing activities. Each Party shall ensure that it has the necessary legal basis for processing personal data and shall provide appropriate data protection notices to data subjects, where required.

- 8.5. Where one Party processes personal data on behalf of the other Party, the processing Party (data processor) shall:
- 8.5.1. Process personal data only on documented instructions from the data controller unless required to do so by law.
  - 8.5.2. Ensure that all personnel authorised to process personal data are subject to confidentiality obligations.
  - 8.5.3. Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
  - 8.5.4. Assist the data controller in responding to data subject rights requests and in ensuring compliance with data protection obligations.
  - 8.5.5. Notify the data controller without undue delay upon becoming aware of a personal data breach.
  - 8.5.6. At the choice of the data controller, delete or return all personal data to the data controller upon termination of the Contract unless required to retain the data by law.
  - 8.5.7. Make available to the data controller all information necessary to demonstrate compliance with data protection obligations and allow for and contribute to audits and inspections conducted by the data controller or an auditor mandated by the data controller.
- 8.6. Both Parties shall respect and facilitate the exercise of data subject rights, including but not limited to the rights of access, rectification, erasure, restriction of processing, data portability, and objection, in accordance with applicable data protection laws.
- 8.7. Any transfer of personal data to a country outside the UK or the European Economic Area (EEA) shall be subject to appropriate safeguards, such as standard contractual clauses or other mechanisms approved by data protection authorities, to ensure an adequate level of protection for the personal data.
- 8.8. Where required by law, both Parties shall conduct data protection impact assessments (DPIAs) for processing activities that are likely to result in a high risk to the rights and freedoms of data subjects. The Parties shall cooperate and provide assistance to each other in carrying out DPIAs.
- 8.9. Each Party shall indemnify and hold the other Party harmless from any claims, damages, or liabilities arising from the indemnifying Party's breach of its data protection obligations under this Contract.
- 8.10. This data protection clause may be amended from time to time to reflect changes in data protection laws or regulations. Both Parties shall agree upon any such amendments in writing.

## **9. Confidentiality**

- 9.1. Both Parties agree to keep confidential and not disclose to any third Party any confidential information obtained from the other Party in connection with this Contract. Confidential information includes, but is not limited to, business plans, financial information, technical data, trade secrets, and any other information that is designated as confidential or that a reasonable person would understand to be confidential. This obligation of confidentiality shall continue for a period of [insert duration, e.g., two years] after the termination of this Contract.
- 9.2. Notwithstanding the above, either Party may disclose confidential information to the extent required by law, regulation, or court Order, provided that the disclosing Party gives the other Party prompt written notice of such requirement and cooperates with any efforts to obtain a protective Order or similar remedy.
- 9.3. The Client grants BSL the right to take photos and videos of the work performed under this Contract. BSL may use these photos and videos on its website, social media platforms, and in marketing materials. BSL agrees to use such media in a manner that is respectful and professional, and to avoid disclosing any confidential information or proprietary details of the Client's business.
- 9.4. By entering into this Contract, the Client consents to the use of photos and videos as described above and releases BSL from any claims or liabilities arising from such use.

## **10. Ownership Of Intellectual Property**

- 10.1. All intellectual property rights, including but not limited to patents, copyrights, trademarks, trade secrets, designs, and any other proprietary rights, in any materials, documents, designs, plans, methods, or other works created or developed by BSL in the course of performing the Services under this Contract shall remain the sole and exclusive property of BSL.
- 10.2. BSL grants the Client a non-exclusive, non-transferable, royalty-free license to use the intellectual property solely for the purpose of completing the project as specified in this Contract. This license shall terminate upon the completion of the project or the termination of this Contract, whichever occurs first.
- 10.3. Any intellectual property that was owned by either Party prior to the commencement of this Contract shall remain the property of that Party. The use of such pre-existing intellectual property by the other Party shall be subject to the Terms of a separate agreement, if applicable.
- 10.4. If the use of any third-Party intellectual property is required for the performance of the Services, BSL shall obtain the necessary licenses or permissions to use such intellectual property. The Client shall not use any third-Party intellectual property without BSL's prior written consent.

## **11. Indemnity and Limitation of Liability**

- 11.1. To the fullest extent permitted by law, the total liability of either Party, including its officers, directors, employees, agents, and subcontractors, to the other Party for any claims, losses, costs, or damages arising out of, resulting from, or in any way related to the performance of the Services under this Contract, whether in Contract, tort (including negligence), or otherwise, shall not exceed the total compensation received by BSL under this Contract.
- 11.2. Neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of use, loss of profits, or loss of business opportunities, arising out of or in connection with the performance of the Services under this Contract, even if the Party has been advised of the possibility of such damages.
- 11.3. The limitation of liability set forth in this clause shall not apply to:
  - 11.3.1. Liability for death or personal injury caused by either Party's negligence.
  - 11.3.2. Liability for fraud or fraudulent misrepresentation.
  - 11.3.3. Any other liability that cannot be excluded or limited by law.
- 11.4. Neither Party shall be liable for any claims, losses, costs, or damages arising from third-party claims against the other Party, except to the extent that such claims are directly attributable to the Party's negligence or breach of Contract.
- 11.5. Where the Client is not an individual, both Parties acknowledge obtaining and maintaining appropriate insurance coverage for their potential liabilities under this Contract. The Parties agree that the limitations of liability set forth in this clause are reasonable and reflect the allocation of risk between the Parties.
- 11.6. Each Party shall indemnify and hold the other Party harmless from any claims, losses, costs, or damages arising from their breach of this Contract, negligence, or wilful misconduct, including any claims made by third Parties.
- 11.7. This clause 11 will remain in effect after the termination of the Contract.

## **12. Notice of Statutory Right to Cancel (Individuals only)**

- 12.1.1. If the Client is a consumer, they have the right to cancel this contract for services under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The Client may cancel within 14 days, starting the day after the contract is formed.
- 12.2. To exercise the right to cancel, the Client must inform BSL of their decision to cancel the contract by providing a clear written statement (e.g., by email or post) within the relevant cooling-off period.
- 12.3. If the Client requests that BSL begin providing services within the cooling-off period, they must

make this request explicitly in writing.

- 12.4. By requesting early performance of the services, the Client acknowledges and agrees to pay for any part of the services already performed up to the point of cancellation.
- 12.5. If the services are fully completed during the cooling-off period, the Client's right to cancel will no longer apply, and the full price of the services will be payable.
- 12.6. Exceptions for Emergency Work
  - 12.6.1. If the Client requests that BSL carry out emergency repairs or maintenance during the 14-day cooling-off period, they agree that their right to cancel will not apply to the services already provided to address the emergency.
  - 12.6.2. Any additional services provided that are not directly related to the emergency work will remain subject to the Client's right to cancel within the cooling-off period, provided they have not been installed or used.
  - 12.6.3. By requesting emergency work, the Client acknowledges that the full cost of the emergency repair, including any goods supplied and installed as part of the repair, will be payable in full.
- 12.7. BSL will process any refunds owed to the Client within 14 days of receiving the cancellation notice.
- 12.8. Unless otherwise agreed, refunds will be issued using the same payment method the Client used to make the initial payment.
- 12.9. Nothing in this clause affects the Client's statutory rights under the Consumer Rights Act 2015 or any other applicable legislation.

### **13. Termination**

- 13.1. Except where clause 12 applies, if a client wishes to cancel or reschedule a booking, they must give at least 48 hours' notice. Failure to do so may result in a cancellation fee.
- 13.2. BSL may terminate this agreement immediately by providing written notice to the Client if the Client fails to pay any amount due under this agreement within seven (7) days of the payment due date.
- 13.3. Either Party may terminate this Contract immediately, without notice, if the other Party:
  - 13.3.1. Commits a material breach of this Contract that is incapable of remedy.
  - 13.3.2. Commits a material breach of this Contract which is capable of remedy but fails to remedy such breach within [number] days of being notified in writing to do so.
  - 13.3.3. Ceases, or threatens to cease, to carry on business (except where prohibited under Section 14 of the Corporate Insolvency and Governance Act 2020).
  - 13.3.4. Engages in any act, omission, or conduct which, in the reasonable opinion of the terminating Party, is likely to bring the other Party into disrepute or adversely affect its reputation or goodwill.
- 13.4. Subject to Section 14 of the Corporate Insolvency and Governance Act 2020, either Party may terminate this Contract immediately if the other Party:
  - 13.4.1. Becomes subject to a winding-up petition, administration Order, or any other formal insolvency procedure, provided such termination is permitted by law.
  - 13.4.2. Enters into an arrangement with its creditors or takes any step to propose such an arrangement; or
  - 13.4.3. Becomes unable to pay its debts as they fall due.
- 13.5. To avoid doubt, BSL's right to terminate this Contract for an insolvency-related event shall be exercised only to the extent permitted under applicable law.
- 13.6. If the Client enters a formal insolvency process and termination of this Contract is prohibited by Section 14 of the Corporate Insolvency and Governance Act 2020:
  - 13.6.1. BSL shall continue to provide its Services under the Terms of this Contract unless otherwise directed by the court.

- 13.6.2. BSL may request adequate assurances of payment or reasonable security per the Act.
- 13.7. Nothing in this clause shall affect or limit any statutory obligations or rights arising under the Corporate Insolvency and Governance Act 2020 or related legislation.
- 13.8. All Contract termination notices should be submitted to the other Party in Writing.

#### **14. Consequences of Termination**

- 14.1. The Client must immediately pay all outstanding invoices, including interest. For Services provided but not yet invoiced, BSL will issue an invoice, which the Client must pay upon receipt.
- 14.2. The Client must return all Equipment and materials belonging to BSL that have not been fully paid for. If the Client fails to do so, BSL reserves the right to enter the Client's premises to retrieve them. Until returned, the Client is responsible for their safekeeping and must not use them for any purpose unrelated to the Contract.
- 14.3. Upon the expiry or termination of this Contract, BSL will return any property, documentation, records, or Confidential Information to the Client.
- 14.4. Termination does not affect the Parties' accrued rights and remedies up to that point, including the right to claim damages for any prior breaches of the Contract.
- 14.5. Any Terms in the Contract that are intended to remain effective after termination will continue to apply.

#### **15. Events Outside of BSL's Control (Force Majeure)**

- 15.1. BSL shall not be liable for any delay or failure to perform any of BSL's obligations if the delay or failure results from events or circumstances outside BSL's reasonable control. These include but are not limited to, acts of God, industrial action, war, fire, explosion, acts of terrorism, governmental action, epidemic or other natural disaster, or any other event that is beyond BSL's control. BSL shall be entitled to a reasonable extension of BSL's obligations.
- 15.2. If the delay persists for such time as BSL considers unreasonable, BSL may, without liability, terminate the Contract.
- 15.3. If an event outside of BSL's control occurs and the Client wishes to cancel the Contract, the Client's notice of cancellation must be made in writing to BSL and will be subject to clause 12.

#### **16. Notices**

- 16.1. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the Party giving notice (or a duly authorised officer of that Party).
- 16.2. A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours when Business Hours next begin after the relevant time set out below):
- 16.2.1. where the notice is delivered personally at the time of delivery.
- 16.2.2. where the notice is sent by first class post, 48 hours after posting; and
- 16.2.3. where the notice is sent by email at the time of the transmission (providing the sending Party retains written evidence of the transmission).
- 16.3. All notices under these Terms and Conditions must be addressed to the most recent address or email address notified to the other Party.

#### **17. Other Important Terms**

- 17.1. Time is of the essence in this Contract. No extension or variation of this Contract will operate as a waiver of this provision.
- 17.2. If any of the provisions of the Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Contract.
- 17.3. The Contract between the Parties for the Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, by either Party, without the prior written consent of

the other.

17.4. This Contract will apply to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

17.5. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

17.6. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, nor constitute either Party as the agent of another Party for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.

17.7. A person not a Party to the Contract shall not have any rights to enforce its Terms.

## **18. Governing Law and Jurisdiction**

18.1. This Contract shall be governed by and construed in accordance with the laws of England, and the Parties hereby submit to the exclusive jurisdiction of the English court.

**Burry Sealants Limited**

**The Client**

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*Signature*

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*Signature*

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*Print Name & Title*

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*Print Name & Title*

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*Date*

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*Date*