

TERMS AND CONDITIONS OF BUSINESS

1. Payment due date is 30 days from date of invoice and final receipt (by FVH Facility / The Solution) of payment is 45 days from date of invoice for all account customers unless otherwise agreed in writing by both parties PRIOR to commencement of works. Full payment is required in advance of our attendance for non-account holders and can be made by either credit/debit card or BACS or we can send a pro-forma invoice if needed.
2. Retention is 0% (works are warranted unless otherwise stated).
3. No discounts are applicable unless agreed in writing PRIOR to commencement of works. Any document requiring a signature must be signed by a duly authorised representative.
4. Defects liability period is 12 months from completion of Sub-Contract works OR as agreed in writing between parties PRIOR to commencement of works.
5. Our prices include all materials and labour so there are no additional extras however, all access requirements (scaffold/towers, MEWPS) are the responsibility of the requesting party unless agreed in writing PRIOR to commencement. Additional charges will be made for access equipment supplied.
6. Our estimates are based on free, unfettered access to the works area. Should the repair be situated in an area where employees/family members will be during normal office hours/in the house, then you would need for them to find an alternative workspace/clear the room whilst the repairs are being carried out for health and safety reasons, and to protect the repairs whilst they cure.
7. Working in **close proximity** of others can affect the curing repair as it can lead to dust and debris landing on the repair before it has set. If this cannot be arranged, an 'out of hours' quotation can be provided.
8. External works are dependent on current weather conditions, and the possibility of precipitation.
9. Please note that it is the express responsibility of the requesting contracting party to inspect and accept (by means of signature on FVH Facility / The Solution portal or paperwork) completed works daily. Failure to provide such representative will be deemed as acceptance and signature for all work completed (subject to alternative arrangements agreed in advance and in writing between the parties).
10. A written request for attendance must be received by email, fax or post confirming client requirements **PRIOR** to FVH Facility / The Solution attendance. Any order must contain the following detail:
 - a) The name, contact details and title of the person ordering the work.
 - b) Confirmation that they have the authority of their employer to order such works.
 - c) Company name and address.
 - d) Site address and contact details.
 - e) Contact details of on-site person authorised to accept works each day.
 - f) Contact details of the Quantity Surveyor (or other person) responsible for acceptance and payment of the Invoices.
 - g) Invoice address.
 - h) Any other requirements of the purchasing company/individual to facilitate payment for works need to be provided at the time of booking and NOT after the event. Any information not requested at time of order subsequently requested or relied upon after Sub Contract works completion will not be a valid reason for delay of settlement of invoices.
 - i) Photographs as requested by FVH Facility / The Solution.
 - j) Paint colour (RAL) or manufacturer's details and sheen (if known).
 - k) Any special texture, design or other finish relevant to the works.
 - l) Any special or peculiar circumstances or limiting factors relevant to the location of the works, their surroundings and the safety of FVH Facility / The Solution operatives and those in the vicinity.
 - m) Power supply available 240v/110v.
 - n) Lighting condition, i.e. fixed, temporary or task (with temporary or task lighting it is accepted by the contracting party that subtle colour difference may be experienced when permanent lighting is



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installed). Responsibility for any variance and subsequent re-visit (and cost) rests entirely with the requesting party.

- o) Any restrictions on ventilation or requirement thereof.
 - p) Parking availability (on site / off site).
 - q) Site operating hours.
 - r) Notification of any other condition or pre-requisite for the accurate completion of Method Statements and Risk assessments.
 - s) Site induction times/dates.
 - t) Failure to comply with clause 6 above places all responsibility of risk and delay with the requesting contracting party.
11. FVH Facility / The Solution do not agree to acceptance of any documentation or reference to documentation not supplied and agreed prior to attendance. No responsibility is taken for damage caused to the Sub Contract works either during or after the event unless such damage is expressly attributable to FVH Facility / The Solution staff. Sub Contract works will have the adjacent area protected at the time of repair and removed upon completion.
 12. Failure to gain safe access to the Sub Contract works on the day of booking will be deemed an "abortive visit" and will be charged for in full. Cancellations inside of 24 hours will also be charged in full.
 13. Delays to Sub-Contract work beyond the control of FVH Facility / The Solution (and accepting weather or Force Majeure) but directly attributable to others may result in additional charges.
 14. The Glass Polishing process requires the removal of some glass. The polishing process also produces heat. On rare occasions the glass may crack or break during the restoration process, this can be a result of thermal stress or more likely to other unknown existing flaws / imperfections or faults in the glass itself. FVH Facility / The Solution does not take responsibility for this occurrence. The glass is already damaged and in need of replacement prior to our attendance.
 15. FVH Facility / The Solution cannot be held responsible for sight distortions caused by the polishing process (as glass polishing is a technique of removing material and not adding material) in cases of distortion beyond the acceptable GGF regulations no charge will be made.



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