

Terms and Conditions for WB Partnership and its trading names (HygienaClad).

Definition

In these Terms and Conditions “WB Partnership or any legal trading names of WBPartnership” is referred to as “the Company” and the person / company signing the quotation or placing the ordering for materials & / or services referred to as “the Customer”

1. In the event that any proposed work by the Company is found not to be technically feasible by the Company or the works would leave the site in an unsafe condition, the Company reserves the right to cancel any agreement and withdraw from undertaking the works at no cost to the Company and no consequential loss will be accepted. If the Company has incurred any legitimate expense in preparing to undertake the works then the Customer accepts that the Company is entitled to reclaim these costs.
2. The Company will always recommend the correct method of undertaking a job, if this is not accepted by the customer then the company will seek professional advise from its suppliers. The customer and the company are then bound to either accept the advice of the supplier (including any associated costs) or both parties seek independent arbitration. The result of the arbitration is binding on both parties. See Section 10 or arbitration.
3. If during the works undertaken by the Company, additional faults are found within the customer’s premises that the customer had prior knowledge of before quotation by the Company or any agreement between the Company and the Customer. The Customer shall be liable for all cost for the additional remedial works to be carried out by the Company. As a fair policy the Customer is entitled to obtain three additional quotes as well as the Company and the Company will undertake the works for the average of the four quotes. If the quotes differ significantly (more than 30%) then arbitration will be sought. The Company shall notify the Customer and submit costs for rectification and seek agreement before work commences unless the aforementioned faults leave third parties in a dangerous situation or in a risk of flooding / Health & Safety issues.
4. Work will be carried out in strict accordance with the accepted quotation and the Customer must agree any additional work requested by the Company before any additional work commences. If additional works are required and the Company cannot contact the Customer (all reasonable methods will be undertaken to contact the Customer) then the Customer agrees that up to 10% of the total order placement made be undertaken without additional authorisation. Please note: the Company will only undertake the additional works without authorisation when the works are scheduled and must be completed due to the working environment or Health and Safety is at stake. – This will normally only apply to the following types of premises Emergency Services / Public buildings / Health institutions (Trusts / Doctors / Dentist / Surgeries) etc.
5. Waiting time: the Company accepts that where the job is a building site or has been designated properly as a site that site induction will take place. The Company only accepts up to a maximum of 5 hours for site induction on the first day. If site induction takes longer than 5 hours then the Company will charge per hour that its not able to carry out the designated works, unless this is agreed between the Customer and the Company at tender or order placement. If the Company cannot start works at the designated time due to preliminary works not completed by the Customer or cannot gain access then the Company reserves the right to charge per hour waiting time (£50.00), if the waiting time exceeds 4 hours the a fixed charge of £400.00 will be applied for the whole day and the company operatives will have the option to leave the site.
6. Services - Electrical: The Company requires that the Customer provides either a 32A 110V output within 20m of the works to be carried out when site conditions are present, for non site conditions then the customer will provide a 240V 13A supply within 20m of the works. If electricity is not available at any point during the job then the job will be deemed “Not technically feasible” and Clause 1 and 5 will apply. *Please Note this clause will not apply if the lack of electricity is due to an electrical generation fault (Power cut) or if the Company has been informed that a suitable electricity supply will not be available prior to quotation.* If the Company is informed after quotation and/or order placement then the Company will advise on the additional costs prior to work commencing and the Customer to provide order coverage (payment) prior to works commencing.
7. Services - Light: The Company requires that the Customer provide sufficient lighting to enable the works to be carried out safely. If existing lighting is on timers then it must be overridden prior to commencement of works. If sufficient light is not provided then the Company will charge £50.00 as a minimum charge for the first day and then £35.00 per day after in addition to any quoted cost to the job unless the Company has been advised and agreed to supply lighting prior to the works commencing.
8. Services - Heating: The Company requires that the Customer ensure that the temperature on site is above 15°C. This is required on all jobs where hygienic finishes are being applied (walls / ceilings / floors). If sufficient heat is not provided then the Company will charge £80.00 as a minimum charge for the first day and then £35.00 per day after, in addition to any quoted cost to the job unless the Company has been advised and agreed to supply heating prior to the works commencing.
9. The Company cannot guarantee or be held responsible for any work not carried out by their authorised operatives.
10. Arbitration: When arbitration is required to resolve a difference between the Customer and the Company the first point of arbitration will be the relevant trade body for the works carried out. Only if a relevant trade body does not exist then an alternative may be selected that that is neutral and independent to both parties. The arbitrator must be agreeable to both parties and the results of the arbitration are binding on both the Customer and the Company. If the arbitrator cannot settle

the case then the Customer and the Company will settle the dispute in the Small Claims Court and the decision of the Small Claims court is binding on both parties and the issue cannot be raised to a higher court. If the dispute is above the jurisdiction of the Small Claims Court only then can the issue be raised to a higher court.

11. Health & Safety: The Company works to current Health & Safety regulations and expects its Customers to provide a safe working environment. If the Customer requests the Company to undertake any action that the Company deems contravenes Health & Safety then the Company reserves the right to employ the services of their Health & Safety adviser without prior notice to the Customer to visit site. On any suspected breach of Health & Safety the Company will not continue to undertake any works on the site until an agreed method of working is reached and implemented through the appointed Health & Safety adviser. If the Customer does not agree to work in a safe method (recommended by the independent Health & Safety adviser) then this will be deemed as “cancellation of contract” and the Customer will be liable for any associated costs including the cost of the Health & Safety adviser – see clause 17
12. Payment – The company will carry out credit checks on the Customer after order placement, if the credit rating of the customer is less than the quoted works and any additions then the Company reserves the right to request a pre-payment to cover the difference. The payment terms below apply:
 - a. All prices are excluding VAT at the standard V.A.T rate unless otherwise specified.
 - b. All quotations to Main contractors will include a 2.5% MCD and this cannot be re-applied
 - c. A maximum retention of 5% is accepted; with 2.5% retention being paid once completed and signed off by site manager. If payment terms are not adhered to then the Customer forgoes any rights to retention and it becomes immediately payable.
13. Until the Company is paid in full for all materials supplied to the Customer, such materials remain the property of the Company. The Company reserves the right to collect any unpaid for materials.
14. The company shall not be responsible for any failure to complete the agreed works if its delayed or prevented by circumstances not reasonably within its control.
15. This agreement shall not affect any statutory rights to which the customer is entitled and which by law cannot be varied or executed.
16. No cancellation shall be deemed to be effected by the Customer after signing an acceptance of its Quotation or works have commenced with agreement, unless the Company receives written confirmation 5 days prior to work commencing. The Customer shall pay for any costs incurred by which upon cancelling are not recoverable by the Company. If the Customer cancel with 2 days notice or less then the Company will charge £300.00 per installation team per day agreed to visit the site. The Company has the right to claim for any loss of profit (see section 17).
17. If the Customer cancels a contract once works have started due to Clause 3 / 11 and 16 then the Company reserves the right to claim any costs of material purchased for the job irrespective of where those materials are stored (if materials have been ordered but can be restocked then the Customer is liable for all restocking charges. If the material cannot be restocked then the Customer is liable for the full cost of the material and any delivery charge if the Customer wants to take possession of the material) and for loss of profit. The Loss of profit will only be calculated for the apportionment of the works not completed before cancellation. All works undertaken prior to the cancellation will be immediately payable on cancellation and will cancel any credit terms afforded by the Company.
18. Materials and workmanship are guaranteed for a period of 1 year from date of completion as standard, when manufacturers offer product guarantees in excess of one year these will take precedence. Excluding the following conditions;
 - a. Providing that defects do not arise from wilful damage, misuse, alterations or repairs without the Company consent.
 - b. If the damage is due to natural disaster such as Flood / Earthquakes / Storms / subsidence etc
 - c. If the building has not been maintained sufficiently and damage occurred by water by leaks / ingress through insufficient damp course / Ingress through outside land being higher than the damp course.
 - d. The guarantee, whilst is transferable, becomes null and void if payment is not made on due and agreed dates.
19. Working area: Before works start in the designated area the area to be cleared / protection of all fixtures and fittings including live sockets / services etc. If Hygienic walling is being undertaken then all fixtures and fittings on the walls must be removed prior to commencement of works. If these are not removed prior to commencement the project will be deemed “Technically Unfeasible” and Clauses 1 / 5
20. Visits: All quotations are based upon continuous works, if works are broken by the Customer then the Company reserves the right to charge an additional £400.00 per additional visit.
21. This contract is based upon English Law and may only be determined in an English Court.