

TERMS AND CONDITIONS OF BUSINESS

Chelsea Property Renovation & Maintenance Ltd

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Gas Safe Registered | NICEIC Approved | F-Gas Certified | Founded 2000 | £10M Public Liability Insurance

1. Introduction

These Terms and Conditions of Business form part of the contract between Chelsea Property Renovation & Maintenance Ltd ("Chelsea PR&M", "we", "our" or "us") and the customer ("the Client", "you" or "your") for the provision of property renovation, maintenance, refurbishment, installation, certification, and construction services.

These Terms are designed to provide clarity regarding the responsibilities of both parties and to ensure that all work is carried out professionally, fairly and in accordance with current UK consumer legislation.

By accepting a quotation, paying a deposit, or instructing Chelsea PR&M to commence work, you agree to be bound by these Terms and Conditions.

These Terms should be read alongside any written quotation, specification, schedule of works, or other documentation issued by Chelsea PR&M.

Where any conflict exists between these Terms and a written quotation, the quotation shall take precedence.

2. Definitions

For these Terms:

Contract means the agreement between Chelsea PR&M and the Client comprising these Terms together with any written quotation, specification or agreed variation.

Client means the individual or organisation instructing Chelsea PR&M to carry out the Works.

Works means all labour, materials, services, installations, repairs, maintenance, certification, or construction work undertaken by Chelsea PR&M.

Property means the address where the Works are to be carried out.

Quotation means the written estimate provided by Chelsea PR&M.

Variation means any change to the agreed scope of works after acceptance of the quotation.

Completion means the stage at which the Works have been substantially completed and are fit for their intended purpose, subject only to any minor snagging items.

Certification Work means Gas Safety Inspections (CP12), EICR certificates, PAT testing, Part P certificates, and any other statutory or regulatory certification services provided by Chelsea PR&M.

3. Quotations

3.1 All quotations are provided free of charge unless otherwise agreed.

3.2 Quotations remain valid for 60 days from the date of issue unless stated otherwise.

3.3 Quotations are based on the information available at the time of inspection and may be subject to change where:

- additional works become necessary;
- hidden defects are discovered;
- structural issues become apparent;
- information provided by the Client proves inaccurate; or

- the Client requests changes to the specification.

3.4 Unless specifically stated, quotations do not include:

- Planning Permission or Listed Building Consent;
- Building Control fees;
- Structural Engineer fees;
- Architect fees;
- Utility company charges;
- Parking permits or parking charges;
- Congestion Charge, ULEZ, or other road user charges;
- Specialist surveys or asbestos surveys;
- Asbestos removal;
- Temporary accommodation;
- Decoration following repair work unless specified.

3.5 Any drawings, sketches or specifications supplied with a quotation remain the intellectual property of Chelsea PR&M unless otherwise agreed.

4. Acceptance of Quotation

A quotation may be accepted by:

- signing the quotation;
- accepting electronically;
- confirming acceptance by email;
- paying the requested deposit; or
- instructing Chelsea PR&M to commence work.

Once accepted, a binding contract exists between both parties.

5. Scope of Works

Chelsea PR&M shall complete only those works described within the accepted quotation unless otherwise agreed in writing.

Any request by the Client to alter the specification after work has commenced shall constitute a Variation.

Where additional work is requested, Chelsea PR&M will advise the Client of any additional costs before proceeding whenever reasonably practicable.

Where emergency circumstances require immediate action to make the Property safe or prevent further damage, Chelsea PR&M reserves the right to undertake such work without prior written approval, with the costs to be advised as soon as reasonably possible.

6. Variations

Changes requested by the Client after commencement may affect:

- the Contract Price;
- completion dates;
- labour requirements;
- material costs; and
- programme of works.

Variations shall normally be confirmed in writing before the additional work is undertaken.

Where it is impractical to delay work pending written confirmation, verbal instruction from the Client may be accepted and shall be treated as authorisation to proceed.

Variations shall be charged at the rates contained within the original quotation unless otherwise agreed.

7. Client Responsibilities

The Client agrees to:

- provide safe and unrestricted access to the Property during agreed working hours;
- ensure all necessary permissions have been obtained from landlords, managing agents or freeholders where applicable;
- disclose any known structural defects or hazards before work commences;
- provide access to electricity and water where reasonably required;
- remove or protect valuable items from the working area;
- ensure pets and children are kept away from working areas;
- obtain any required neighbour permissions where access over adjoining land is necessary.

Failure to provide suitable access may result in aborted visit charges as detailed in Clause 8.

8. Access to the Property

The Client shall ensure someone aged 18 or over is available where required to provide access.

If our operatives cannot gain access at the agreed appointment time, Chelsea PR&M reserves the right to charge:

- an aborted call out charge of £55 + VAT;
- travel costs;
- parking and congestion charges;
- any wasted material costs.

Repeated failure to provide access may result in the suspension or termination of the Contract.

9. Materials

9.1 Supply of Materials

Unless otherwise agreed in writing, Chelsea PR&M shall supply all materials required to complete the Works.

Materials will be selected to provide an appropriate balance between quality, suitability and value for the intended application.

Where specified products become unavailable, Chelsea PR&M reserves the right to substitute equivalent products of equal or higher quality after consultation with the Client.

9.2 Client-Supplied Materials

Where the Client chooses to supply their own materials, fixtures or fittings:

- Chelsea PR&M accepts no responsibility for delays caused by late delivery or incorrect items;
- Chelsea PR&M cannot guarantee compatibility with existing installations;
- additional labour required due to defective, damaged or unsuitable products will be chargeable;
- manufacturer warranties remain solely between the Client and the supplier;
- Chelsea PR&M cannot accept responsibility for manufacturing defects or incorrect specifications.

9.3 Ownership of Materials

All materials supplied by Chelsea PR&M remain the property of Chelsea PR&M until payment has been received in full.

Should payment remain outstanding, Chelsea PR&M reserves all legal rights available for recovery of outstanding sums.

10. Deposits and Stage Payments

To secure labour, materials and scheduling, Chelsea PR&M may request a deposit before work commences.

Typical deposit and payment structures are:

- Projects up to £1,000 — payment in full may be requested prior to commencement;
- Projects between £1,000 and £10,000 — deposit of approximately 25%–50%;
- Larger refurbishment and renovation projects — staged payments as agreed within the quotation, typically structured as 30% on acceptance, 30% at mid-programme, 30% at practical completion, and 10% at handover and final certification;
- Certification work (EICR, Gas Safety Inspection, PAT testing) — payment in full on completion unless otherwise agreed.

Deposits are not intended to represent profit and are used primarily to secure labour allocation and purchase project materials.

10.1 Non-Refundable Costs

Should the Client cancel after accepting the quotation, Chelsea PR&M reserves the right to retain sufficient monies from the deposit to cover:

- materials already ordered;
- bespoke or non-returnable goods;
- specialist subcontractor costs;
- administration and scheduling costs;
- reasonable losses incurred.

Any remaining balance will be refunded where appropriate.

11. Stage Payments

For larger projects Chelsea PR&M may issue interim invoices throughout the duration of the Works.

The quotation will clearly state payment stages, values due, and milestone dates where applicable.

Failure to make stage payments on time may delay progress and Chelsea PR&M reserves the right to suspend works until outstanding payments are received.

12. Invoicing

Invoices will normally be issued:

- upon completion of smaller works and certification work;
- at agreed stages during larger projects;
- following completion of authorised additional works.

Invoices will contain sufficient detail to identify the work undertaken and, where applicable, the certification issued.

Any invoice query should be submitted in writing within 14 days of the invoice date.

Chelsea PR&M will investigate all genuine queries promptly.

13. Payment Terms

Unless otherwise agreed in writing:

Invoices are payable within 7 calendar days of the invoice date for private customers and 30 calendar days for commercial customers, property managers, and letting agents, or as otherwise agreed.

All prices are stated exclusive of VAT unless expressly stated otherwise. VAT will be charged at the prevailing rate.

Parking and congestion charges incurred during the Works are additional and fully chargeable.

Out of hours attendance is charged at time and a half. Sunday and bank holiday attendance is charged at double time.

Payments may be made by:

- bank transfer;
- any other payment method accepted by Chelsea PR&M.

Payment instructions will appear on every invoice.

14. Late Payment

Where payment is not received by the due date, Chelsea PR&M reserves the right to:

- suspend ongoing works;
- withhold completion certificates and regulatory certification;
- delay further visits;
- withhold warranties until payment has been received in full;
- recover reasonable debt recovery costs where legally permitted.

Interest may be charged on overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 where applicable.

Chelsea PR&M will always seek to resolve payment issues amicably before commencing formal recovery action.

15. Suspension of Works

Chelsea PR&M may suspend works where:

- invoices remain unpaid;
- agreed stage payments are not received;
- unsafe site conditions exist;
- access is repeatedly unavailable;
- abusive or threatening behaviour is directed towards employees or subcontractors;
- the Client requests suspension.

Where works are suspended for reasons beyond Chelsea PR&M's control, any reasonable additional costs incurred in remobilising labour or equipment may be chargeable.

16. Additional Works

During the course of construction unforeseen issues may arise requiring work outside the original quotation. Examples include:

- hidden water damage;
- defective wiring;
- defective plumbing;
- structural movement;
- rotten timbers;
- asbestos-containing materials;
- defective previous workmanship;

- Building Regulation compliance works.

Where reasonably practicable Chelsea PR&M will provide a written quotation before proceeding.

Emergency works necessary to prevent injury or significant property damage may be undertaken immediately and charged accordingly.

17. Hidden Defects

Quotations are prepared based upon visible inspection only unless otherwise stated.

Chelsea PR&M cannot be held responsible for defects concealed within walls, ceilings, floors, roofs, underground services, or previous alterations.

Where hidden defects are discovered, work may need to stop whilst revised costs and programme implications are agreed with the Client.

18. Delays Beyond Our Control

Chelsea PR&M shall not be liable for delays arising from circumstances outside our reasonable control including but not limited to:

- adverse weather;
- supplier shortages or manufacturer delays;
- illness;
- industrial action;
- utility interruptions;
- unforeseen structural defects;
- Building Control requirements;
- Client variations;
- delays caused by other contractors.

Completion dates are therefore estimates unless expressly stated otherwise.

19. Client Cancellations

The Client may cancel works at any time before commencement by notifying Chelsea PR&M in writing.

Where cancellation occurs after acceptance of the quotation, the Client remains responsible for:

- materials already purchased;
- bespoke orders;
- specialist subcontractor costs;
- reasonable administration;
- any other unavoidable losses reasonably incurred.

20. Consumer Cancellation Rights

Where the Contract is entered into away from Chelsea PR&M's business premises or concluded remotely, the Client may have cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Where applicable:

- the Client has 14 calendar days to cancel without giving a reason;
- Chelsea PR&M will provide written cancellation information;
- if the Client requests work to begin during the cancellation period, they acknowledge they may become liable for the cost of work completed before cancellation;
- once the Works have been fully completed during the cancellation period (at the Client's express request), the right to cancel may no longer apply in accordance with the Regulations.

21. Practical Completion

The Works shall be deemed to have reached Practical Completion when they are substantially complete and capable of being used for their intended purpose, notwithstanding the existence of minor defects or snagging items that do not materially affect the use of the Works.

Minor decorative touch-ups, adjustments or cosmetic imperfections shall not prevent Practical Completion.

22. Snagging

Following Practical Completion, the Client shall inspect the Works within 14 days and notify Chelsea PR&M in writing of any defects or snagging items.

Chelsea PR&M shall return within a reasonable period to rectify genuine workmanship defects notified during this period.

The following shall not normally constitute snagging:

- natural shrinkage of timber;
- settlement or movement of the building;
- hairline cracking resulting from normal drying;
- damage caused by third parties;
- accidental damage after completion;
- defects arising from misuse or lack of maintenance.

23. Workmanship Guarantee

Subject to these Terms, Chelsea PR&M provides a 12-month workmanship guarantee from the date of Practical Completion.

The guarantee covers defects arising solely from faulty workmanship.

Where a defect covered by this guarantee is identified, Chelsea PR&M will, at its option, repair the defect, replace defective workmanship, or make good the affected area.

The workmanship guarantee does not cover:

- normal wear and tear;
- accidental damage;
- misuse or neglect;
- damage caused by third parties;
- alterations carried out by others;
- movement of the building;
- structural defects outside the scope of the Works;
- defects in client-supplied materials;
- manufacturer defects.

24. Regulatory Certifications

Where Chelsea PR&M carries out Gas Safety Inspections, EICR electrical inspections, PAT testing, Part P electrical work, or any other regulatory certification work, the following terms apply:

24.1 Gas Safety Inspections (CP12) are carried out by Chelsea PR&M's Gas Safe registered engineers. A Gas Safety Record (CP12 certificate) will be issued on the day of inspection. All gas work is subject to the Gas Safety (Installation and Use) Regulations 1998.

24.2 EICR (Electrical Installation Condition Reports) are carried out by Chelsea PR&M's NICEIC approved electricians. Certificates will be issued on the day of inspection and are valid for the period stated on the certificate. All electrical work is carried out in accordance with BS 7671 (18th Edition) and Part P of the Building Regulations.

24.3 PAT Testing (Portable Appliance Testing) is carried out by Chelsea PR&M's NICEIC approved engineers. A PAT test certificate will be issued on the day of testing, listing each appliance with a pass or fail result.

24.4 Certification work is priced on the basis of the information provided at the time of booking. Where access is not provided at the agreed appointment time, an aborted visit charge of £55 + VAT will apply.

24.5 Chelsea PR&M will not knowingly issue a certificate where the installation or appliances tested do not meet the required standard. Where remedial work is required before a certificate can be issued, Chelsea PR&M will advise the Client and provide a separate quotation for such work.

24.6 All certification work is carried out in compliance with the relevant regulatory requirements current at the time of inspection. The Client remains responsible for ensuring that any remedial works identified in a certificate or report are carried out within the timescales required by law or by the relevant regulatory body.

25. Manufacturer Warranties

Products and materials supplied by Chelsea PR&M may be covered by individual manufacturer warranties.

These warranties remain subject to the relevant manufacturer's terms and conditions.

Chelsea PR&M will provide warranty documentation where available.

Where Chelsea PR&M installs Worcester Bosch boilers as an accredited installer, extended manufacturer warranties of up to 10 years may be available subject to Worcester Bosch's terms and conditions.

26. Existing Installations

Unless expressly agreed, Chelsea PR&M cannot guarantee the condition or continued performance of existing plumbing systems, electrical installations, drainage, heating systems, roofing, or structural elements.

Repairs to ageing installations may expose further faults that could not reasonably have been identified before work commenced.

27. Building Regulations and Planning

Unless specifically included within the quotation, the Client remains responsible for obtaining:

- Planning Permission;
- Listed Building Consent;
- Freeholder or managing agent consent;
- Landlord approval;
- Party Wall matters;
- Building Control applications.

Where Chelsea PR&M carries out work that is self-certified under Part P of the Building Regulations (NICEIC approved), the relevant building control notification will be made by Chelsea PR&M as part of the contract.

Where Chelsea PR&M agrees to manage other planning or consent matters on the Client's behalf, any associated fees shall be chargeable unless otherwise stated.

28. Period Properties and Listed Buildings

Where works are carried out to Victorian, Edwardian, Georgian, or other period properties, or to properties within conservation areas or with listed building status, the following terms apply:

28.1 Chelsea PR&M takes all reasonable care to preserve original fabric — including lime plaster, original cornicing, fireplaces, joinery, and period features — during the course of the Works.

28.2 Quotations for work to period properties are based on the visible condition of original fabric at the time of inspection. Where concealed damage, incorrect previous repairs, or structural issues are discovered during the Works, additional costs may arise and will be advised before proceeding.

28.3 The Client is responsible for confirming whether Listed Building Consent is required before any works are authorised. Chelsea PR&M will advise where planning restrictions are likely to apply but cannot be held responsible where the Client authorises work without the appropriate consent.

28.4 Where lime plaster repair is required, all repair work will be carried out in hydraulic lime unless otherwise specified. Chelsea PR&M strongly advises against the use of gypsum plaster over original lime plaster and will not apply gypsum over lime without the Client's written instruction acknowledging the associated risks.

29. Health and Safety

Chelsea PR&M is committed to maintaining a safe working environment.

The Client agrees to:

- keep children and pets away from working areas;
- notify Chelsea PR&M of any known hazards including asbestos, lead pipes, or structural instability;
- avoid entering restricted working areas unless invited to do so.

Chelsea PR&M reserves the right to suspend work where site conditions present an unacceptable safety risk.

30. Working Hours

Normal working hours are:

Monday to Friday: 08:30 to 18:00

Saturday and Sunday: Emergency attendance only

Work outside these hours may be undertaken where operationally necessary or agreed with the Client. Out of hours rates apply as detailed in Clause 13.

Emergency call-outs are available 24 hours a day, 7 days a week, 365 days a year, subject to the relevant call-out charge.

31. Waste Removal

Unless specifically included within the quotation:

- waste will be removed progressively during the Works;
- hazardous waste disposal is excluded;
- asbestos removal is excluded;
- specialist disposal charges remain additional unless quoted.

Reusable materials removed from the Property remain the Client's property unless otherwise agreed.

32. Insurance

Chelsea PR&M maintains appropriate insurance cover including:

- Public Liability Insurance to a value of £10 million;
- Employers' Liability Insurance;
- Contractors' insurance appropriate to our business activities.

Evidence of insurance can be provided upon reasonable request.

33. Limitation of Liability

Nothing within these Terms limits or excludes liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- any liability that cannot legally be excluded.

Subject to the above, Chelsea PR&M shall not be liable for:

- indirect losses;
- consequential losses;
- loss of income or rent;
- loss of profit;
- business interruption;
- inconvenience beyond that reasonably expected during building works.

Chelsea PR&M's total liability arising under this Contract shall not exceed the total value of the Contract, except where the law provides otherwise.

Nothing in these Terms affects the Client's statutory rights under the Consumer Rights Act 2015.

34. Damage

Whilst every reasonable care is taken, construction and maintenance work may involve unavoidable disturbance to the Property.

Chelsea PR&M shall not be responsible for:

- pre-existing defects;
- hidden pipework or cables not reasonably identifiable;
- damage resulting from undisclosed conditions;
- cracking caused by existing structural movement.

Any accidental damage caused directly by Chelsea PR&M shall be rectified within a reasonable period.

35. Force Majeure

Chelsea PR&M shall not be liable for delays or failure to perform caused by circumstances beyond our reasonable control including:

- severe weather or flooding;
- fire;
- pandemic;
- industrial disputes;
- shortages of labour or materials;
- Government restrictions;
- utility failures;
- acts of God.

Completion dates shall be extended accordingly where force majeure applies.

36. Complaints Procedure

Should the Client be dissatisfied with any aspect of the Works or certification services they should notify Chelsea PR&M in writing as soon as reasonably practicable to:

Chelsea Property Renovation & Maintenance Ltd

289 Brompton Road, Knightsbridge, London SW3 2DY

020 7129 7418

info@chelseapropertyrenovation.co.uk

Chelsea PR&M is committed to resolving complaints promptly and fairly.

Clients should allow Chelsea PR&M a reasonable opportunity to inspect and rectify any genuine workmanship issues before instructing another contractor.

37. Data Protection

Chelsea PR&M processes personal information in accordance with applicable UK data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

Personal information is used only for purposes including:

- preparing quotations;
- carrying out contracted works and certification services;
- invoicing;
- certificate and expiry alert management;
- customer communication;
- legal compliance.

Chelsea PR&M will not sell personal information to third parties.

Further information is available within our Privacy Policy at chelseapropertyrenovation.co.uk.

38. Intellectual Property

All quotations, drawings, schedules, specifications and documentation prepared by Chelsea PR&M remain our intellectual property until payment has been received in full unless otherwise agreed.

They may not be copied, reproduced or issued to third parties without our written consent.

39. Photographs

Chelsea PR&M may take photographs before, during and after the Works for quality control, insurance purposes, and record keeping.

Photographs identifying the Property or the Client will not be used for marketing without the Client's prior consent.

40. Assignment

The Client may not transfer this Contract to another party without Chelsea PR&M's written agreement.

Chelsea PR&M may appoint suitably qualified subcontractors to undertake parts of the Works whilst remaining responsible for the overall delivery of the Contract.

41. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of England and Wales.

Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

42. Entire Agreement

These Terms, together with the accepted quotation and any agreed written variations, constitute the entire agreement between Chelsea PR&M and the Client.

No verbal statements or representations shall form part of the Contract unless confirmed in writing.

CLIENT ACCEPTANCE

By signing below the Client confirms they have read, understood and agree to these Terms and Conditions of Business.

Client name (print): _____

Client signature: _____

Date: _____