## Mendabath (UK) Limited Terms and Conditions for the Provision of Services

## 1. <u>Payment:</u>

- a. Payment is required by bank transfer or card on completion of the works.
- b. Payment, if not received within 10 working days, may result in guarantees being voided **nb** your statutory rights not affected.
- 2. <u>Colour of Sanitaryware:</u> Our sanitaryware coating material is a brilliant white gloss, a colour sample card can be requested prior to work being carried out. If your sanitaryware is coloured, please let us know so we can send colour sample cards prior to the work being booked and commenced.
- 3. <u>Preparation:</u> Prior our arrival:
  - a. Before our technician arrives on site, it is you the client's responsibility, to clear the bathroom and to remove all personal effects including towels, toiletries, cleaning supplies, plants, shower curtains etc
  - b. It is you the client's responsibility to remove the shower screen. (This is not required for cosmetic repairs).
  - c. Once you have removed your personal effects, it is essential that you wipe clean all surfaces in the bathroom, including shelves, light fittings, radiators and skirting boards with a damp cloth to ensure the removal of all dust from the bathroom. The spray process we use will disturb dust in the bathroom which is then likely to settle on the wet coatings, resulting in a rough finish. We cannot accept any liability for dust damage to the surface of the bath caused by a failure to clean the bathroom sufficiently.
  - d. We cannot commence work where there are any dripping taps, rotten or rusted frames or structures.
- 4. <u>Terms of Quotation</u>: Our quotation is made on the assumption that that the item of sanitaryware to be resurfaced shows reasonable wear and tear but is structurally sound and is suitable for resurfacing. If the sanitaryware has been resurfaced before, there will be an additional charge to first remove the existing surfaces. If there is no line item on your quotation stating stripping, we have not included this service in your quotation. Our quotation assumes that there will be clear, uninterrupted access to all necessary work areas at all times. We require uninterrupted access to power and lights. All our equipment requires power to operate, and we cannot work without it. Our quotation assumes works completed by other contractors are completed correctly and in good time prior to our arrival to allow us to proceed with the resurfacing. We reserve the right to make an additional charge if operational circumstances at the premises reduce site availability causing delays.
- 5. <u>Pre-works:</u> On arrival, we will inspect the work to be carried out, if the technician believes we can restore your sanitary ware in a less intrusive manner, we will discuss the various options with you giving you the information to make an informed decision. Any change of scope may result in revised charges and guarantee period.
- 6. <u>Working Environment:</u> Our process requires us to atomise a solvent based 2-part coating through a HVLP spray gun. As such we cannot commence work without the ability to adequately extract fumes and nuisance odours. Thus, we require access to the nearest external window or external door. Note this must not be in the bathroom and be accessible. If we cannot extract fumes we cannot work safely. No one may enter the room during the spray process.
- 7. <u>Completion</u>: On completion of the technician's work, the bath must be left for a minimum of 24 hours to cure before use. If the room is cold and no heating is available, this period may be slightly longer. If unsure, please ask the technician for advice. No further work should be carried out in the bathrooms for 48 hours after we have finished the resurfacing. We will not accept liability for damaged to the coating caused by third parties during or after the curing period.

## 8. <u>Guarantees:</u>

- a. Our guarantee is a repair guarantee and is limited to the repair of the sanitaryware.
- b. Our full-resurfacing service benefits from a 5-year guarantee which covers the adhesion of our materials to the surface. For full details of what is covered and excluded, please refer to our website. <u>https://www.mendabath.co.uk/about-us/our-quarantee</u>
- c. Our cosmetic repairs benefit from a 1-year guarantee.
- d. We are unable to guarantee against the reoccurrence of rust where this was present before the resurfacing.
- e. We do not accept liability for damage caused by dripping taps, either during the curing (drying) or the guarantee period.
- 9. <u>Sanitaryware Finish:</u> Our offering is an in situ, eco-friendly, economic, time-saving gun finished restoration service. Whilst it is entirely satisfactory to restore sanitaryware please note it is not a factory fired product finish. <u>Cleaning and aftercare</u> of restored sanitaryware will be explained to you by your technician
- **10.** <u>Post-completion:</u> We will take photographs of works carried out and may use them in our marketing efforts. We value our customers and your right to privacy, so if you prefer us not to use your images, please write to us <u>info@mendabath.co.uk</u> All such requests will be honoured.
- **11.** *Cancellation Charge:* Works cancelled within 24 hours of arrival, a work abandonment fee and minimum call out rate will be charged.
- **12.** <u>Abandonment fee:</u> Should we arrive onsite and be unable to complete the work due to non-adherence to any of the above terms. We will charge an abandonment fee equal to the greater of 50% of the invoice or our minimum call our rate of £195 ex vat.
- **13.** <u>Forming the Contract:</u> By accepting our quotation and instructing us to carry out work, and subject to your statutory rights you are agreeing to be bound by these terms of business and guarantee conditions.
- **14.** <u>Franchise Operatives</u>: Where your work is undertaken by our franchisee the benefits and responsibilities arising from this quotation and all subsequent work as a result of this quotation are borne by the franchisee, whose details are shown on the quotation.
- **15.** <u>Personal Data and Data Protection</u>: We hold and use your information to facilitate trade and general correspondence with yourself. We will not forward or sell your data to third parties. Once work has been completed, we will keep a copy of your invoice, our work completion form and photographs of the works carried out for a period of 5 years (as per our guarantee period). Please see our <u>Privacy Policy</u>
- 16. Legal Information: We are: Mendabath (U.K.) Limited