



Style Commercial Services Ltd

Style Commercial Services  
Oakridge  
Weston Road  
Stafford  
Staffordshire  
ST16 3RS

Telephone: 0845 0577 830  
Email: office@scsfm.co.uk

## Terms and Conditions of Business

### 1. Definitions

For the purposes of these Terms and Conditions, the following terms shall bear the meanings specified:

- a. "The Company" refers to Style Commercial Services Limited.
- b. "The Customer" refers to any individual or entity that commissions the Company to perform work and/or supply materials.
- c. "The Operative" refers to any employee or representative appointed by the Company to carry out work.

### 2. Orders and Formation of Contract

- a. The Customer may place orders verbally or in writing, and it is assumed that any individual placing an order on behalf of the Customer has the authority to create a binding contract under these Terms and Conditions.
- b. Upon issuing a job number to the Customer, a contract is formed based on these Terms and Conditions, which shall not be cancellable, except as outlined in Clause 8.
- c. Any changes to these Terms must be in writing and signed by authorised representatives of both parties. These Terms shall prevail over any contrary terms from the Customer.

### 3. Assignment of Operatives

- a. Work agreed upon by the Company will be executed by an Operative, who shall be chosen by the Company at its sole discretion.

### 4. Charges

- a. The total charge to the Customer comprises the cost of materials (including standard trade markup) and the time spent by the Operative(s) in carrying out the services, including time spent procuring materials and travelling to and from site.
- b. Charges will be based on the Company's current rate schedule and are subject to VAT, unless zero-rated.
- c. The Company reserves the right to apply a minimum charge for attendance. Where the Operative attends site and is unable to carry out the Services due to lack of access, site conditions, or instruction from the Customer, the minimum attendance charge shall remain payable.



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## 5. Payment Terms

- a. Standard payment terms are monthly end of month (EOM) unless otherwise agreed in writing. Any disputes regarding invoices must be raised in writing within 14 days of the invoice date.
- b. If payment is not received by the due date, the Company reserves the right to charge interest on the outstanding amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, being 8% above the Bank of England base rate, together with any applicable statutory compensation and recovery costs.
- c. The Company reserves the right to claim statutory compensation for debt recovery costs in accordance with the Late Payment of Commercial Debts Regulations.
- d. In some circumstances payment may be required on a pro-forma basis, such as for special order materials, made-to-order items or large project work.
- e. The Company reserves the right to suspend the provision of Services or withhold further attendance where any invoice remains unpaid beyond the agreed payment terms. Any resulting delay to the programme of works shall not be the responsibility of the Company and any remobilisation costs shall be chargeable.
- f. The Customer shall be liable for all reasonable costs incurred by the Company in recovering overdue payments, including administrative costs, legal fees, and debt recovery charges.

## 6. Scheduling and Attendance

- a. The Company shall endeavour to ensure that the agreed date and time for commencement of the Services is adhered to. However, it assumes no liability for delays or failures due to circumstances beyond its control, and reasonable extensions may apply.
- b. The Company shall not be liable for failure or delay in performing its obligations where such failure or delay results from events beyond its reasonable control including but not limited to acts of God, extreme weather, industrial disputes, supply chain disruption, or government restrictions.

## 7. Estimates

- a. Estimates may require a site visit and charges may apply where, for example, access equipment is required, an in-depth or time-consuming survey is necessary, or investigative or destructive works are required to properly assess the scope of the works.



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- b. In certain circumstances the Company may be required to utilise specialist subcontractors or third-party consultants in order to correctly assess or price particular elements of the work. The Customer will be notified of any associated costs prior to such work being undertaken for the purpose of preparing an estimate.
- c. Estimates are provided in good faith based on the information available at the time and do not constitute a fixed price quotation unless expressly confirmed in writing by the Company.
- d. Revisions to estimates may be made where:
  1. Additional work is requested by the Customer.
  2. Material, supplier or subcontractor costs increase after the estimate has been issued.
  3. Additional or unforeseen work becomes necessary following inspection, investigation, or commencement of the Services.
  4. Site conditions differ from those reasonably anticipated when the estimate was prepared.
- e. Any additional work, variation, modification, instruction or request made by the Customer which is not included within the original estimate, quotation or agreed scope of works shall be treated as additional chargeable work.
- f. Additional work shall be charged at the Company's current labour rates together with the cost of materials, plant, subcontractors and any other associated costs, unless otherwise agreed in writing.
- g. Where additional work is required in order to comply with statutory requirements, health and safety regulations, manufacturer specifications, or site conditions discovered during the performance of the Services, the Company shall be entitled to carry out such work and charge the Customer accordingly.

#### **8. Cancellation by the Customer**

- a. Should the Customer terminate the contract prior to completion of the Services, the Company reserves the right to charge for all time, materials, subcontractor costs, and reasonable loss of profit relating to the cancelled work.

#### **9. Satisfaction and Complaints**

- a. The Customer must notify the Company in writing within 14 days of work completion or material delivery if dissatisfied with the Services or materials supplied.
- b. The Company must be given the opportunity to inspect and, if necessary, correct any issues. Failure to notify the Company within this period will preclude any liability for defects.
- c. The Company may take photographs, digital records, job sheets or other documentation during the performance of the Services for the purposes of evidencing the works undertaken. Such records may be relied upon as evidence of attendance, work completed, or site condition at the time of the Services.

#### **10. Payment Not Conditional on Satisfaction**

- a. The Customer shall not unreasonably withhold or delay payment of any invoice on the grounds of dissatisfaction with the Services.
- b. Any concerns or complaints regarding the Services must be notified to the Company in accordance with Clause 9 (Satisfaction and Complaints).
- c. The Customer shall remain liable to pay all invoices in accordance with the agreed payment terms while any such concerns or complaints are investigated and addressed by the Company.



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### 11. Exclusions and Limitations of Liability

- a. Except as provided herein, all implied terms are excluded to the extent permitted by law.
- b. The Company accepts no liability for defects arising from customer-supplied materials.
- c. The Company's liability for any indirect, special, or consequential loss (including lost profits) is excluded, save for death or personal injury caused by negligence.
- d. Total liability shall not exceed the contract price.

### 12. Retention of Title

- a. Title to goods supplied remain with the Company until full payment is received.
- b. The Company retains reserves the right repossession or sale until ownership is transferred to the Customer.
- c. The Company or its agents may enter the Customer's premises at reasonable times and on reasonable notice to retrieve goods.
- d. Risk transfers to the Customer upon delivery, who must insure the goods at replacement value until title passes.

### 13. Dispute Resolution

- a. In the event of a dispute arising from or in connection with this Agreement, the Parties shall use all reasonable efforts to resolve the matter amicably through direct negotiation.
- b. Should the Parties be unable to reach a resolution within fourteen (14) days of the initial notification of the dispute, either Party may refer the matter to a senior executive from each Party. The respective executives shall meet in good faith to attempt to resolve the dispute.
- c. If the dispute remains unresolved following executive negotiations, the Parties agree to submit to mediation administered by an independent third-party mediator agreed upon by both Parties. The costs of mediation shall be shared equally, unless otherwise agreed in writing.
- d. Participation in the dispute resolution procedures outlined in this clause does not preclude either Party from seeking injunctive or equitable relief as may be necessary to protect confidentiality, intellectual property, or other rights.

### 14. Non-Solicitation Clause

- a. To safeguard the Company's workforce, internal staff and subcontractor relationships, the Customer agrees that it shall not directly or indirectly solicit, employ, engage, contract, or otherwise retain, whether directly or through a third party, any employee, operative, consultant, or subcontractor of the Company who has been introduced to the Customer through the Company, **for** any work or services whatsoever, during the term of this contract and for 24 months following the completion or termination of the Services, without the prior written consent of the Company.
- b. Any approaches made by the Customer to the Company's employees, operatives, consultants, or subcontractors must be immediately redirected to the Company.
- c. If the Customer breaches this clause, the Customer agrees to pay the Company liquidated damages, representing a genuine pre-estimate of company loss, equal to the greater of:
  - (i) 24 months gross remuneration of the relevant individual,
  - (ii) 25% of the annualised value of the services or contract obtained in breach of this clause, or
  - (iii) £25,000



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- d. This fee shall become immediately payable upon breach and shall be without prejudice to any other rights or remedies available to the Company, including claims for additional damages where applicable.
- e. The Customer shall not circumvent the Company by engaging, instructing, or otherwise benefiting from the services of any employee, operative, consultant, subcontractor or supplier introduced to the Customer through the Company through any third party, intermediary, associated company, or newly formed entity during the restricted period.
- f. For the purposes of this clause, a person shall be deemed to have been introduced to the Customer if they have attended the Customer's premises, communicated with the Customer, or provided services to the Customer on behalf of the Company.
- g. The Customer acknowledges that the restrictions contained in this clause are reasonable and necessary to protect the legitimate business interests of the Company.

#### **15. Client Transfer / Contract Circumvention**

- a. If the Customer transfers, assigns, or otherwise appoints a third-party contractor or service provider to perform services which are the same as or substantially similar to the Services provided by the Company, the Customer shall ensure that such third party does not engage, employ, instruct or otherwise benefit from the services of any employee, operative, consultant or subcontractor introduced to the Customer through the Company during the restricted period.
- b. If such engagement occurs, it shall be deemed a breach of Clause 14, and the Customer shall remain liable for the liquidated damages set out in Clause 14.

#### **16. Supply Chain Non-Circumvention**

- a. The Customer acknowledges that the Company may introduce subcontractors, suppliers, consultants or other service providers as part of the delivery of the Services.
- b. The Customer agrees that it shall not directly or indirectly engage, contract with, or otherwise benefit from the services of any subcontractor, supplier, consultant or service provider introduced by the Company, except through the Company, during the term of this contract and for the restricted period defined in Clause 14.
- c. If the Customer receives any approach from any subcontractor, supplier, consultant or service provider introduced through the Company offering to provide services directly, the Customer must immediately notify the Company and redirect the approach to the Company.
- d. Any engagement by the Customer in breach of this clause shall be deemed a breach of Clause 14, and the Customer shall be liable for the liquidated damages specified in Clause 14.



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### **17. Protection of Client Relationship**

- a. The Customer acknowledges that the Company has invested substantial time, resources and expense in developing its workforce, subcontractor network and client relationships.
- b. The Customer agrees that it shall not, for the purpose of avoiding the provisions of Clause 14 or Clause 15 or Clause 16, terminate or reduce the Services with the Company and subsequently engage any employee, operative, consultant, subcontractor or supplier introduced by the Company within the restricted period.
- c. Any such engagement shall be deemed a breach of Clause 14, and the Customer shall remain liable for the liquidated damages set out in Clause 14.

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

- a. These Terms and all associated contracts shall be governed by and construed in accordance with English law and are subject to the exclusive jurisdiction of English courts.

### **19. Site Access and Client Delays**

- a. The Customer shall ensure that the Company is provided with safe, timely and unobstructed access to the site, premises, services and any relevant information required for the performance of the Services.
- b. The Company shall not be liable for any delay or additional costs arising from the Customer's failure to provide access, instructions, permits, utilities, approvals or any other requirement necessary for the performance of the Services.
- c. Where delays are caused by the Customer or by circumstances outside the Company's control, the Company reserves the right to adjust the programme of works and recover any additional costs reasonably incurred, including labour, plant, subcontractor costs and remobilisation expenses.
- d. Any delays caused by the Customer shall entitle the Company to a reasonable extension of time for completion of the Services.

### **Declaration**

I/We hereby agree to the Terms and Conditions set out above.

Name:

Position:

Signature:

Date: