



# TERMS AND CONDITIONS

MJ Sanding LTD

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## 1. DEFINITIONS

1.1 In these Terms and Conditions, the following definitions apply:

- “The Company” means MJ Sanding LTD, the specialist company appointed to undertake the work, and which enters into the Contract with the Client.
- “Client” means the person, company, corporate entity, partnership or other legal entity contracting with the Company for the provision of the Work.
- “Premises” means the premises where the Work under the Contract is to be carried out.
- “The Contract” means the agreement under which the Company provides the Work.
- “The Work” means the services to be undertaken or provided by the Company under the Contract.

1.2 Unless the context otherwise requires, words in the singular include the plural and vice versa, and references to any gender include all genders.

1.3 Headings are for convenience only and do not affect interpretation.

1.4 References to legislation include any amendments or re-enactments.

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## **2. THE CONTRACT**

2.1 These Terms and Conditions form part of the Contract.

2.2 No amendment or variation shall be effective unless agreed in writing by the Company.

2.3 By placing an order for Work directly with the Company, the Client accepts these Terms and Conditions.

2.4 These Terms and Conditions prevail over any terms proposed by the Client unless agreed otherwise in writing by the Company.

2.5 The Company is not obliged to carry out any unlawful act, and this clause shall prevail over any contrary agreement.

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## **3. QUOTATIONS**

3.1 Telephone or remote quotations are estimates only and based on average measurements. Final prices are confirmed in writing following inspection of the Premises.

3.2 Wood floor restoration services are charged per linear metre and depend on floor condition, materials, and sub-floor state. Certain floors may require additional work and incur higher charges.

3.3 The Company may amend the quotation if the Client varies requirements.

3.4 Measurement discrepancies exceeding 5% will be discussed prior to commencement, and prices may be adjusted accordingly.

3.5 All telephone quotations are subject to reassessment following inspection.

3.6 Quotations not accepted within 90 days may be revised.

3.7 A minimum charge of £350.00 (excluding VAT) applies to all projects.

3.8 Inspection visits for issues caused by natural movement, humidity, accidental damage, or third-party interference will incur a £100.00 call-out charge (excluding VAT).

3.9 Quotations exclude waste and debris removal unless stated otherwise.

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## **4. VAT**

4.1 All prices exclude VAT where applicable. If the Company is not VAT-registered, VAT will not be charged.

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## **5. EQUIPMENT & UTILITIES**

5.1 The Company will provide all necessary tools and equipment unless otherwise stated.

5.2 The Client must provide accessible electricity and running water.

5.3 Sanding machinery requires a 240V electricity supply, which the Client must ensure is available.

5.4 Where required, the Client must provide parking permits.

5.5 The Client will reimburse reasonable charges including parking, congestion charges, skip licences, and permits.

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## **6. PAYMENT, PRICE & EXTRAS**

6.1 Payments are accepted by cash (up to £10,000), cheque, card, or bank transfer.

6.2 A 30% deposit is payable on the first day of work unless otherwise agreed. Deposits are non-refundable once workers attend site.

6.3 The balance (70% plus extras) is payable on completion and before workers leave the Premises.

6.4 Overdue payments may incur interest at 8% per annum, calculated daily.

6.5 Bank charges from returned cheques will be charged to the Client.

6.6 The Company may suspend or terminate work for non-payment.

6.7 The Company may suspend or terminate the Contract if the Client becomes insolvent.

6.8 Prices may be adjusted if based on misrepresentation by the Client.

6.9 Extra or varied work requested will be charged at a reasonable rate.

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## **7. CONSUMER CANCELLATION RIGHTS**

Where the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply, the Client has the right to cancel within 14 days of the Contract date or receipt of these terms.

Refunds will be issued within 14 days, excluding work already completed or expenses incurred at the Client's request.

A model cancellation form is provided at the end of this document.

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## **8. WORK ISSUES**

### **8.1 Repairs & Existing Damage**

- Minor repairs are included unless otherwise instructed.
- Major or sub-structure repairs are chargeable extras.
- Existing stains, damage, wear, odours, or poor results caused by prior condition are excluded from liability.

### **8.2 Gap Filling**

- Resin and sliver filling cannot be guaranteed due to natural wood movement.
- Gap filling to walls, skirting, risers, and stairs is excluded unless specified.

### **8.3 Sanding Process**

- Premises must be empty before work starts.
- Dust-free sanding is approximately 95% dust-free.
- Damage caused by dust or furniture movement is excluded.

## **8.4 Colouring & Staining**

- Colour samples may vary when applied.
- Changes after application begins are chargeable.
- Uniformity cannot be guaranteed.

## **8.5 Sealing & Maintenance**

- Standard service includes 4 coats lacquer or 2 coats oil/hard wax.
  - Drying and curing times must be respected.
  - The Company is not responsible for post-completion floor protection.
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# **9. POSTPONEMENT & ACCESS**

9.1 Start dates may be postponed with 48 hours' written notice.

9.2 A £100 postponement fee may apply.

9.3 Reasonable access, loading facilities, and authorised site representation must be provided.

9.4 Key collection or return incurs a £30 charge per journey, higher if distance is excessive.

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# **10. COMPLAINTS**

10.1 Complaints must be made in writing.

10.2 The Company will investigate and attempt resolution.

10.3 The Client must allow the Company the opportunity to remedy defects before third-party intervention.

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# **11. TIME FOR COMPLETION**

11.1 Completion dates are estimates only.

11.2 Delays due to factors beyond the Company's control are not the Company's responsibility.

11.3 No compensation is payable for delays or late arrival caused by such factors.

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## **12. LIMITATION OF LIABILITY**

12.1 No liability for indirect or consequential loss.

12.2 Liability is capped at twice the Contract price.

12.3 These limits do not apply to personal injury, fraud, or liability that cannot legally be excluded.

12.4 The Company is not liable for:

- Damage to items under £50
  - Premises damage costing under £75 to repair
  - Hidden pipes or cables not reasonably identifiable
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## **13. DATA PROTECTION**

13.1 Telephone calls may be recorded by the Company for quality and record-keeping purposes.

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## **14. SUPPLEMENTARY TERMS**

14.1 Third-party rights under the Contracts (Rights of Third Parties) Act 1999 are excluded.

14.2 The Company may update these Terms for future contracts only.

14.3 Notices must be in writing and may be served electronically or by post.

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## **15. INSURANCE**

15.1 All work is covered by Public Liability and Employers' Liability Insurance.

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## **16. GOVERNING LAW**

16.1 This Contract is governed by English Law, and disputes are subject to the non-exclusive jurisdiction of English courts.