

Date of Contract
 Customer Name(s)
 Address
 Post Code.....
 Tel No (Day)..... Tel No (Eve)..... Mobile.....

Contract No.
 P.C.N.....
To be filled in by office and advised separately

WALL CONTRACT

This contract is to add a protective coating to the exterior walls of the property at the above address in accordance with the following specification.

SPECIFICATION

Remove any trellis work including creepers and plants from exterior wall surfaces; protect paths, shrubs, lawn and adjacent structures. Mask doors, windows and all areas not to be treated. Prepare surfaces to be treated in accordance with current application instructions. Supply and apply selected coating in customer's choice of colour.

Tick Type of Property: House Bungalow Detached Semi Terraced Other.....
 Outside Tap: Yes No Access to Power: Yes No

Colour Required: Smooth Colour: Texture Required:

Elevation to be Treated and Existing Surfaces

Total Area to be coated

1 Front 1.....Painted Yes No
 2 Rear 2.....Painted Yes No
 3 Left 3.....Painted Yes No
 4 Right 4.....Painted Yes No

Sq's **A**

Area of Building Work
 Sq's **B**

SPECIAL INSTRUCTIONS

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ADDITIONAL AREAS TO TREAT NOT COVERED UNDER THE GUARANTEE (please tick box if required)

Gutters/Fascia Boards Down-pipes Eaves/Soffits Iron works Chimney stacks
 Mullions & features Outbuildings Window frames Timber Bitumastic Surfaces
 Porch interiors Garden walls Garage(s) Plinth(s) Red oxide surfaces

Please initial in box to confirm your express wish that we should coat the areas indicated above.

Before signing this Agreement, please read the schedule and the conditions printed overleaf. Only areas shown above will be treated. Any additional areas or work not shown will be charged at an extra cost. Nothing in this Agreement takes away your consumer rights. The guarantees issued by the Company after the completion of the work are in addition to your statutory rights. This is a legally binding contract. Do not sign unless you wish to be bound by it.

Total Cost of Texture Coating: £
 Show Home Discount: £
 Additional Work/Scaffolding – see clause 14 overleaf: £
 Contract Price: £
 Deposit: £
 Balance Payable on Completion: £
 Payment: Cheque/Credit/Debit Card/Finance/or Cash (state which)
 Display Board: One Month Two Months

Customers Name: For Centric Wall coatings Ltd.

Signature: Signature: Date:

TERMS AND CONDITIONS (Walls)

1. In these conditions unless otherwise stated the defined terms used are those used overleaf. In these conditions Centric Wall Coatings Ltd is referred to as "the Company" and the persons(s) signing the Contract overleaf is/are referred to as "the Customer". The "Property" shall mean the building(s) situated at the full postal address shown overleaf. The "Works" shall mean the works specified in the (i) Specification (ii) Work Schedule and (iii) any additional works agreed in writing ("Additional works").
2. The Customer warrants that he or she is the owner of the Property or an authorised agent of the owner and is entitled to enter into this Contract.
3. The Company will carry out and complete Works in accordance with the Work Schedule and Specifications. The Parties may agree variation to the Works, including any Additional Works, but all variations and Additional Works must be agreed by the parties and recorded in writing. If a variation or Additional Works are required the Total Contract Price shall be adjusted accordingly. If the cost of a variation or Additional Works is not agreed the Customer shall pay a fair and reasonable price.
4. It is intended that no work will be carried out nor materials supplied other than specified in the Contract. If it transpires that the materials specified are not available then the company reserves the right to use in its place suitable alternative materials at its discretion.
5. The Company shall complete the works within a reasonable time.
6. The Company shall give a written guarantee to the Customer for a period of up to 15 years, subject to (i) the conditions in the certificate of guarantee and (ii) full payment by the Customer of the Total Contract Price and the cost of any Additional Works.
7. The Customer will give access to the Property to the Company and its workmen at all reasonable times and ensure the freedom of movement to the Company so that the Works may be carried out and completed in accordance with the Contract. The customer will not interfere with the Company's progress with the Works.
8. If the Customer causes an unreasonable delay to the Company preventing progress and completion of the Works, the Company shall be entitled to give the Customer a written notice requesting that the Customer ceases to cause a delay. If the Customer fails to do so within 7 days the Company shall be entitled to terminate the Contract. Upon such termination the Customer shall pay the Company the appropriate proportion of the Total Contract Price and the cost of any Additional Works based upon the proportion of the Works completed by the Company at the date of termination and any other reasonable costs incurred e.g. the cost of demobilisation.
9. Supplies of water and electricity required for the work to be carried out shall be supplied by the Customer free of charge (These costs are minimal)
10. The safety of the textured coating and other materials delivered to the Property shall remain the property of the Company but will be the responsibility of the Customer. The Company hereby warns the Customer that the use of masking tape may through no fault of the Company or workmen cause damage to paintwork on doors and window frames etc. The Company excludes all liability for any damage to paintwork on doors and window frames etc caused by masking tapes, unless such damage is caused by the negligence of the company or its workmen.
11. All materials delivered to the Property and any left over after the completion of the Works shall remain the property of the Company.
12. The coating of roofs and chimneys can be dangerous. Where the Company undertakes to coat these areas it does so in good faith. However, the Company reserves the right not to carry out the coating of these areas which the Company has agreed to coat if, in the opinion of the Company's site foreman, it would be unsafe or impose health and safety risks on the workmen to do so. In such circumstances the Company will refund to the Customer that part of the Total Contract Price attributed to the coating of such roofs and chimneys.
13. The Customer is hereby warned that the coating applied under the Contract is not suitable for iron works, pipes, gutters, plinths, red oxide or bitumastic coated surfaces, soffits, eaves, window frames and the like. The company will apply the coating to such surfaces only if expressly requested to do so by the Customer. The company makes no guarantee or warranty as to the durability of any coating applied to such surfaces and excludes all liability for any damage caused in applying the coating to the areas identified in this clause 13.
14. The Works will be carried out with reasonable skill and care. The Contract does not allow for any rebuilding, re-pointing or the renewal of the building substrate unless expressly stated overleaf. Should it become apparent once the Company starts the Works that such remedial works are required the Company and the Customer will agree how the remedial works are to be carried out.
15.
 - (i) Any scaffolding/access equipment allowance has been set out overleaf in the calculation of the total Contract Price
 - (ii) We cannot be held responsible for an accurate time or date after installation is complete for the dismantlement of any scaffolding used. Independent scaffolding companies conduct their own work schedules. Final payment of the contract specified overleaf cannot be withheld due to this
 - (iii) We shall have no liability for any temporary or permanent loss of signal to any TV aerial or satellite dish caused as a result of scaffolding and/or the Works
16. It is the Customer's responsibility to ensure that the efficiency of the damp proof course in the walls of the Property before entering into the Contract. A protective wall coating is designed to prevent any water or damp penetrating through the coating onto the underlying substrate of the wall to which it is applied. A protective wall coating cannot have this beneficial effect where the areas to which it is not applied include existing damp proofing course of the Property. Any failure to or absence of damp proofing may lead to rising damp which cannot be solved by the application of a protective wall coating. The Company accepts no liability for any failures in the coating applied under the Contract which are caused by rising damp where no damp proof course exists or if existing damp proof course has deteriorated.
17. Our wall coating systems are guaranteed against chipping, flaking and peeling. Should any of these named defects become apparent within the guarantee period, we will send a technical advisor to the Property to carry out an inspection with a view to remedying these defects provided always that such defects have not been caused by physical/mechanical damage, breakdown to the existing horizontal damp proof course (if fitted) or defects to the main/lower roofs or feltings.
18. Our wall coating systems are flexible and as such allow contraction and expansion which in turn should prevent cracking. However, in the unlikely event that our coatings crack, we shall not be responsible if such cracking is caused by thermal movement subsidence, earth heave, lack of foundations, untied blockwork/brickwork. Should cracks appear during the period of guarantee and if requested by the Customer, we will send a technical advisor to assess the extent of the cracking and provide a price for the necessary remedial work. We shall be under no obligation to complete any remedial work if the cracking is not our responsibility.
19. We cannot be held responsible for any staining, discolouration, oxidation or carbonations on our wall coating systems after completion of the Works. If these problems occur and if requested by the Customer, we will send a technical advisor to access the situation and advise on a possible remedial solution.
20. Unless otherwise stated this Contract is a CASH SALE. The balance of the Total Contract Price together with the cost of any Additional Works shall be immediately due on completion of the Works by cash or cheque (made payable to the Company) and handed to the site foreman.
21. We confirm that the benefit of the Contract and the guarantee may be assigned on two occasions only provided always that the assignor provides us with written notice within 28 days of the assignment.
22.
 - (i) any dispute arising under the Contract shall be resolved by mediation (if the parties agree) or by litigation.
 - (ii) only the Customer and the company can take action to enforce the terms of this Contract.
 - (iii) the laws of England and Wales apply to this Contract and the Courts of England and Wales shall have exclusive jurisdiction.

NOTICE OF RIGHT TO CANCEL

You have the right to cancel the contract if you wish and this right can be exercised by delivering or sending (including electronic mail) a cancellation notice to the person mentioned below at any time within 14 days starting with the date of receipt of this notice of the right to cancel the contract.

To: The Sales Director Centric Wall Coatings Ltd, 12 Collenna Road, Tonyrefail, Porth, Mid Glamorgan CF39 8EL

The notice of cancellation is deemed to be served as soon as it is posted or sent to the trader or in the case of an electronic communication from the day it is sent to the trader.

You can use the cancellation form provided if you wish

CANCELLATION FORM

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which maybe by electronic mail) this to the person named below. (complete, cut out and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

To: The Sales Director Centric Wall Coatings Ltd, 12 Collenna Road, Tonyrefail, Porth, Mid Glamorgan CF39 8EL

I/We hereby give notice that I/We wish to cancel my/our contract reference

You may be required to pay for goods or services supplied if the performance of the contract has begun with your written agreement before the end of the cancellation period. A related credit agreement will be automatically cancelled if the contract for goods or services is cancelled.

Name and Address:

Signed:

Date: