Transforming Surfaces Ltd. Terms and Conditions

Definitions and Interpretation

We, Us, Our = Transforming Surfaces Ltd You, client, customer = Company and/or individual making the order

1. Quotes, Ordering and Payment Terms

1.1 Quotes

Quotes include all of the basic requirements for us to complete our job to a professional standard. Email chains are an essential part of our project management communication process and hold the main detail in regard to specification and the running of the project. Although we endeavor to include all of the information within our quotes, email chains will form the basis of the specification, site working times and additional information like visuals and approvals.

- **1.1.1** Quotes are based on normal working hours rate unless otherwise agreed before hand. Normal standard working hours are between 8am 6pm Mon Fri. It must be communicated to us at the time of quote, if working hours fall outside of normal/standard working hours.
- **1.1.2** All quotes are based on basic film costs (LX costings) unless otherwise specified. Film and foil costs vary depending on brand and finish. This will be clearly stated in the quote.
- 1.1.3 All quotes and tenders are subject to a full site survey and/or final detail specification before a final price is confirmed.
- 1.1.4 All prices exclude VAT. VAT is shown as a separate line item within the quote (if chargeable).
- 1.1.5 For all manifestation project quotes, we will always ask for glazing specification before quoting. If this is unavailable it will be based on standard single glazed toughened 8mm glass. A survey will be required to check the glass specification before manifestation is installed.
- **1.1.6** We generally suggest finishing our wrapping and wallcovering projects with a silicon bead around each edge. This helps seal the film / covering and also finishes off the edge to a perfect finish. Silicon/mastic service is not included unless specified in the quote. If you would like us to complete the silicon works please advise at the point of quote.

1.2 Ordering and Purchase Orders

We request all confirmed orders are accompanied by a valid company purchase order on company letter headed document. The purchase order must include our job number (beginning with G- on the formal quote). On receipt of a valid purchase order; we will order/purchase materials, book in labour and, if required book travel and accommodation.

Unfortunately, we cannot accept orders without an open account and a company purchase order.

Any costs incurred after the receipt of the purchase order, will be charged for at the full value. See cancellation terms for more details (Section 1.6).

1.3 Project Spec Sign Off and specification changes

The full details of the works will be included within the order and project management email chains. We will commence working on the project immediately after the order is approved with a PO and/or any emails approving the project. Any change of specification and/or artwork after a PO / approval have been confirmed may result in additional charges. This could include, re-stock for material, cost of made-to-order materials, re-design and/or re-produce bespoke and/or printed items.

We reserve the right to include an admin fee for any specification changes. Depending on the size of the change, a quote will be issued which will need to be approved with a purchase order prior proceeding.

1.4 Artworking & Design

1.4.1 Design works

Any design and artworking will be costed at point of quote. If additional design and/or artworking is required, it will be charged at £95 per hour. These additional charges will be advised, a quote will be issued and a valid PO required, prior to starting the work.

Once the design is completed, it will be sent as a full resolution scaled PDF to be signed off. It is the customer's/signee's responsibility to check all spelling, typefaces, images and all aspects of the design. A sign-off sheet will be required before production begins.

1.4.2 Setting up files for production

If files cannot be supplied in the advised format, an artworking setup charge will apply. This will be quoted before we commence the work and be charged at £95ph.

1.5 Payment Terms

All new customer need to complete our account application document. On account application, we perform a credit check, open the account on our system and set a credit limit/terms. These work as follows.

Large Business / Large project (Large project is anything over £30k) Commercial terms to be agreed by director

New business (good credit) = 50% deposit / 50% strictly 30 days terms

New Business (medium - poor credit) = 100% deposit payment

Current Business (good credit) = Credit Limit £15,000 inc. VAT

Current Business (poor credit) = Credit Limit £3,000 inc. VAT

New & Current business with very poor credit = 100% deposit payment

If you would like to discuss our terms please contact us before placing the order.

We do not accept payment via credit cards, debit card or cheques. We ONLY accept payment via direct digital bank transfer.

Our invoice terms unless otherwise stated are 30 days from invoice date. We reserve the right to charge statutory interest at the rate of 8% plus the Bank of England base rate for any amounts unpaid more than 30 days from the payment due date. We also reserve the right to charge debt recovery costs if payments are delayed.

1.6 Cancellations

Cancellations are classed as any job or project cancelled after a formal purchase order and/or confirmation has been received.

1 6 1 Material

If any material has been ordered and can't? be returned, a re-stock fee will be charged at 20% of the total value.

If material is a special order (made-to-order, cut to size, bespoke print and/or a bespoke item), the material will be charged at full price and delivered to an agreed location or disposed of at a cost.

1.6.2 Travel & Accommodation

We book our travel and accommodation without cancellation options in order to secure the best price. Therefore, if any works are cancelled, the full amount of any hotels and/or accommodation already booked, will chargeable and an additional purchase order required in order to cover these costs.

1.6.3 Artworking, R&D and other project related works

Any time that was allocated as part of the project costs, will be calculated at £95ph at the point of cancellation. An invoice will be raised of the total time spent on any cancelled project.

1.6.4 Labour Cancellation Terms

We will always do our upmost to work with project changes in regard to timings and dates. We do reserve the right to charge cancellation fees were applicable. Clear and consistent communication with our projects team will help avoid any additional charges. If we do need to cover our costs, the following cancellation fees will apply.

Works period of less than 2 weeks (14 days inc. Sat / Sun)

Cancellation within 5 working days = admin fee of £250

Cancellation within 48hrs = 50% cost of first 2 days labour and £250 admin fee

Cancellation within 24hrs = 50% cost of first 4 days labour and £500 admin fee

Work Period of more than 2 weeks

Cancellation within 10 working days = 50% cost of first 5 days labour and $\mathfrak{L}500$ admin fee Cancellation within 48hrs = 50% cost of first 10 days labour and $\mathfrak{L}1500$ admin fee

2. Product, materials and delivery

2.1 Material Lead times, stock and prices

Stock will and can only be secured at time of order.

Current stock levels can be advised, but can and do change. This is out of our control before point of order.

If a chosen finish is out of stock at point of order we will advise new lead times, and also offer alternatives. We will also advise you if the chosen finish has a MOQ.

We will work on the lead times given to us by our supplier. If the delivery date changes, we will advise as soon as possible and manage program dates with the site. If the delivery date changes due to a reason not within our control, we will not be held responsible for late project charges from the site. We will however manage the project and suggest alternative options and actions.

2.2 External Delivery and Couriers

We use external delivery companies and couriers for to obtain the best speed of service and price. If a delivery is lost or damaged, it must be reported immediately, so that we can manage the issue directly with the delivery/courier company.

We insure the delivery for the correct value, however, if the package is urgent and important / time-critical, we advise using a dedicated courier. We cannot be held responsible for any lost deliveries for time-critical events. The full invoice will be raised and the delivery may be late if the package is lost. We always advise on using a dedicated courier delivery for time-critical events and projects.

If the decision is made that a third party delivery company and/or courier is used, we will supply you with the tracking reference. While we are happy to make initial contact, we will not chase a third party company on your behalf.

2.3 Delivery to site / project

If it is agreed to deliver materials and products to store on site, a proof of delivery note will be supplied at delivery which must be signed for by a pre determined person. All our materials and products must be stored in a safe, dry and temperature controlled area (an area that does not go below freezing point).

Once materials are delivered to site, they become property of the client/site. It is the responsibility of the principle contractor to keep all delivered materials and products safe and secure during the project.

2.4 Material Storage for delayed and completed projects

If the project is delayed we will hold the material for a maximum of 30 days, after the 30 day period we may have to charge storage depending on size of the material order. We will manage this as best as we can to avoid storage charges.

We do not store any material for completed projects, it is advisable to store any remaining material on site for repairs and maintenance.

2.5 Supply only materials and items

Any projects that are supply only (where Transforming Surfaces Ltd. are not suppling direct labour) are sold and supplied without any connection to the install labour. It is the sole responsibility of the other trade/company/individual for any issues occurring from the installation / labour. Our service end once items have been delivered to the third party.

We may supply a third party's details to help with sourcing labour, however, the contractual agreement is between the client/customer and the third party trade/company/individual.

Once materials have been delivered, an invoice will be raised for the full amount of the product(s)/item(s).

3. Live Project and Installation

3.1 Site Conditions

To achieve the best results and for installation to run smoothly, the site must be clean and free of large airborne dust and debris (which can get under the film and cause imperfections).

Site must undertake a full clean and be dust free before our arrival. If this is not possible, there must be an acceptance of the chance of a small amount of dust and debris getting under the film. We will always work with site as best as we can to avoid this, and our installers will endeavor to do the best job possible within this circumstance. Although this does not always cause an issue, it must be understood that a messy/unclean/dusty site, can result in imperfections under the film and can affect the final finish. If we are instructed to install regardless due to time constraints, we will not be held liable for any snags caused by dust and dirt. A cost would be incurred if the film needs to be re-produced, re-supplied and re-applied because of this.

3.2 Preparation works

Although we will complete a level of preparation works before the film is applied, some items require additional preparation before we arrive on site. Please refer to our preparation guidance for more information (please ask if required). If you would like us to complete any of the preparation works, we must know at point of order so we can allocate the correct amount of time, cost and add this to your order.

As part of preparation, we use primer where appropriate which acts as an adhesive promoter for self-adhesive film. This is a chargeable specialist item and will be added to your order at point of quote.

3.3 3M Approved Installers

Transforming Surfaces Ltd are 3M DiNOC approved and we are also a 3M Silver Select Partner. If your project includes 3M DiNOC, the details of the project needs to be uploaded to the 3M project portal to gain access to the warranty certificate. Once uploaded, you will receive the full 12 year product and labour warranty certificate.

Uploads include all details from the project (including material batch, site information, client information and installer who fitted it). Once the certificate has been issued, it will be included in the post completion O&M package.

3.4 Expectations of our products

Our films and foils do have limitations. Advice will be given on each project where the film can and cannot be used.

Please allow a level of tolerance in relation to wrapping a refurbished area / item. We always advise on using a heavy grain / pattern on items that require heavy repair. This will help hide any imperfections and result in a sleeker final outcome. If the chosen finish is a solid colour, then please accept that some small particles which will inevitably get under the film at the time of fit, will be much more visible than if a non-solid colour was used.

3.5 Snags and site issues

While it's something we always try our best to avoid, a level of snagging works on our projects is to be expected due to the nature of our work. We will manage this through a £0 value order, so that it is processed through our business in the correct way and dealt with as a new order for our teams to follow. Please allow sufficient time for us to assess, book in and rectify any issues / snags.

We endeavor to manage our projects efficiently and within the timeframe allocated, and completion of any projects or work that is already booked in, will often be prioritised over snagging. Therefore, snags that need attendance will be booked in at the next and nearest available date.

If we need to order/make extra material for a snag, this may affect the response time. We will do our absolute best to reduce the time it takes to rectify snag works, but the time that it takes to order or make any additional material, as well as book in the work must be taken into consideration.

Graphics and event items with a bespoke nature, are likely to take extra time to re-produce and deliver. We will do our best to rectify any issues the same day, but some of our products have drying and out-gassing times which cannot be avoided.

3.6 Door and Fire Door decoration and wrapping

If a project includes internal and/or external fire doors, we have a fire door sign-off sheet. This sheet needs to be completed at project confirmation. This forms part of the order, and the order cannot be processed until this document has been signed.

Please ask for our fire door info pack for more detailed information about wrapping fire doors.

Due to fire door specification, we only wrap the face of the door and not the edges. This ensures that we avoid covering any intermittent/safety strips within the door and/or frame, and therefore maintaining the door's integrity. We specify this as a face only wrap.

Digilocks need to be removed and replaced by others so they are reset in the correct way. If we are instructed to remove and re-install digilocks, we cannot be held responsible for any locks that require resetting or for any accidental damage to the locks.

3.6 General wrapping techniques

Our installers are fully trained to install our products in the best way possible to achieve the optimum results. Unless stated otherwise on the order, our installers will complete the job as they see fit. This includes splice joins, overlap joins, folds, heat applied wrapping, face wrapping and full wrapped items. If the project requires any specific wrapping methods, this must be clearly requested at the point of quote.

The type of wrap will be advised at the point of quote, but please note that this is subject to change once items are removed, and more appropriate methods to better suit the installation.

3.8 Existing fixture and fittings

Our quote will include the re-use of any existing fixtures and fittings, including hardware, panels clips, screws, locks etc. (unless it is otherwise stated and priced for in the quote/order).

Due to the nature of our work, there is always a possibility of existing fixtures and fittings breaking/getting damaged when removed. If any fixtures and fittings require replacement, we will advise the cost of this and arrange the replacement once a new purchase order has been received.

We may add a contingency within the order to cover these items if we can see that they are already damaged or broken at point of quote.

If any items are replaced, we will try our best to match them like for like. If this is not possible, we will replace items with the nearest match to suit the project. Either way, you will be advised as part of the project management.

3.9 Unforeseen issues and Full Inspection Surveys

Due to the nature of our work, there are sometimes unforeseen issues on site when removing items like IPS panels, doors and hardware. We have 2 options as follows:

Option 1 - Standard quote

We quote on the assumption that existing items are in good solid working order without damage or damp issues. Any issues which cause the item / panels to be replaced will be priced as additional costs and a new / updated PO will be required to cover the extra cost.

Option 2 - Full Inspection Survey POA

We can arrange and complete a full inspection survey which can be quoted on application. Our install team will attend the site with a project manager and fully inspect all items before confirming quote. This inspection will include the removal of panels, a damp check, a fixtures and fittings report and a general quality check of all items that are to be wrapped.

3.10 Cleaning existing graphics and manifestation from glass

The best way to clean self-adhesive vinyl, manifestation and signage from glass, is to scrape it with a blade. We always use brand new sharp blades for this. If small scratches appear on the surface, this is due to poor quality glazing as scraping blades will not cause any damage on a high quality glazing surface.

If we discover that the glazing is of poor quality, we will stop work and inform site before continuing. If we cannot continue scraping, we will need to re-quote the cleaning element and an updated PO will be required from the client/customer.

We cannot be held responsible for any damaged glazing that is caused by existing poor quality materials or systems.

4. H&S and Site conditions

4.1 Site Conditions

To achieve the best results and for installation to run smoothly, the site must be clean and free of large airborne dust and debris (which can get under the film and cause imperfections).

Site must undertake a full clean and be dust free before our arrival. If this is not possible, there must be an acceptance of the chance of a small amount of dust and debris getting under the film. We will always work with site as best as we can to avoid this, and our installers will endeavor to do the best job possible within this circumstance. Although this does not always cause an issue, it must be understood that a messy/unclean/dusty site, can result in imperfections under the film and can affect the final finish. If we are instructed to install regardless due to time constraints, we will not be held liable for any snags caused by dust and dirt. A cost would be incurred if the film needs to be re-produced, re-supplied and re-applied because of this.

4.2 Health and Safety

We are proud of our Safe Contractor and Construction Line accreditations and work hard on ensuring our workforce are kept safe. If we feel site is unsafe we will report it to the site manager/client and stop work immediately. Any additional costs due to not being able to work will be charged for and an updated PO required before work commences.

All of our teams carry 5 point PPE and hold CSCS cards. They are also assessed and trained to undertake our a high standard of work.

If there are any additional requirements on the site, please let us know prior to our arrival. Failure to do so may result in time delays and possible additional charges.

4.3 Site Inductions

We are aware that most sites require inductions prior to work commencing. We allow 30 minutes at the start of the day for the induction to be completed. If the induction process will take longer, please let us know at point of order. Longer induction times may result in delayed completion and extra chargeable days on site depending on quantity of labor and project size.

4.4 Public Spaces, Washrooms and toilets

To enable us to work safely and efficiently in public spaces and areas, these must be closed off and cleaned to the following standards:

- All public areas to be **fully** closed off (no access to the public). In order for this to be achievable, we can work during evening/night hours
- Public to be informed of works prior to our arrival (information signs, emails etc.)
- Fully cleaned and sanitised prior to our arrival on site

In addition to the above, when working in gyms, washrooms and toilets areas, the following will be required before we start work:

- Full clean and disinfection of all areas, paying particular attention to toilet basins and urinals
- All body hair must cleaned and removed

The above is an important requirement before we arrive on site and start work. Failure to complete the closing off and cleaning of these areas to a satisfactory standard, will result in our teams not being able to start work. Any lost time will be charged for at the standard day rate. If the above is not completed when we are due to start, we allow 48 hours before we abort the project, where a cancellation fee will be applied (see cancellation terms in section 1.6).

5. Marketing and photography

5.1 Photography

We sometimes take professional photographs and videos of the working site and finished projects for our internal files, social media and marketing documents.

If for any reason you do not want us to take or publicly use the imagery, please let us know at point of order.

All our imagery and videos taken, will be available for download for your own files/records.