

ProActive Bathrooms

Terms & Conditions

1. Quotations

All quotations are valid for 30 days unless otherwise stated. Quotations are based on the information available at the time of survey and may be subject to revision should unforeseen issues arise once works commence.

Acceptance of the quotation, payment of deposit, or instruction to proceed shall constitute acceptance of these Terms & Conditions.

2. Scope of Works

The quotation covers only the works specifically listed within the quotation document.

Any additional works requested by the client, or required due to unforeseen circumstances discovered during the installation process, shall be treated as a variation and may incur additional charges.

3. Variations & Additional Works

Any alterations to the agreed specification, layout, products, finishes or scope of works after acceptance may affect the contract value and installation programme.

Where additional works or remedial works are identified during installation, the company will seek client approval before proceeding where reasonably practicable.

In situations where urgent works are required to maintain safety, structural integrity, weatherproofing, compliance, or to prevent damage to the property, the company reserves the right to proceed without prior written approval where obtaining approval is not reasonably possible.

The client shall respond to requests for approval, instructions or decisions within a reasonable timeframe so as not to delay the progress of works. Delays caused by failure to provide instructions or approvals may result in programme delays and additional charges.

4. Payment Terms

Payment schedules are outlined within the quotation and must be adhered to in accordance with agreed stage payment dates.

Failure to make payment when due may result in immediate suspension of works until payment has been received in full.

In the event works are suspended due to non-payment, the company reserves the right to reallocate labour, materials and resources to alternative projects or other sources of work. As a result, works may not recommence immediately upon receipt of payment and revised installation dates may apply.

The company reserves the right to charge interest on overdue invoices in accordance with applicable legislation.

5. Deposits, Design Work & Cancellations

A non-refundable design payment is required prior to commencement of any 3D design works. Once design work has commenced, this payment is non-refundable.

Material payments are required in advance prior to booking and scheduling installation works.

Where materials have been specially ordered, manufactured, allocated, or are non-returnable, the client shall remain responsible for the full material cost in the event of cancellation.

Materials paid for by the client may, at the company's discretion, be delivered to site or made available for collection.

Labour payments shall be due in accordance with the agreed stage payment schedule outlined within the quotation.

Cancellation charges may apply where labour allocation, scheduling, administration or other costs have already been incurred.

6. Client Responsibilities & Site Protection

The client shall provide reasonable access to the property, including all working areas and access routes required for the movement of tools, materials, waste and equipment throughout the duration of the works.

The working area and all associated access routes should be cleared of personal belongings, valuables and fragile items prior to commencement.

The company will take reasonable care to protect carpets, floors and working areas using temporary protective coverings where appropriate.

Driveways and access routes will be protected using suitable temporary protection systems where included within the quotation.

Due to the nature of construction works, minor cosmetic marks, scratches, scuffs, paint chips or similar incidental wear may occur to areas outside the immediate working zone, including access routes, particularly to existing walls, woodwork, doors and decorations.

Unless specifically included within the quotation, protection, repair or reinstatement of decorations, painted finishes, wallpaper, plasterwork, woodwork or pre-existing cosmetic defects outside the immediate work area shall remain the client's responsibility.

The company accepts no responsibility for damage to items left within the working area or associated access routes.

10. Programme & Delays

Estimated installation durations and completion dates are provided in good faith but may be affected by circumstances outside the company's reasonable control, including supplier delays, unforeseen structural issues, hidden defects, client variations, weather conditions, delayed approvals, delayed payments, vehicle or equipment breakdowns, staff illness, absence or emergency situations.

The company will endeavour to complete the works within estimated timeframes wherever reasonably possible; however, time shall not be of the essence to this agreement.

The company shall not be liable for losses, costs or damages arising from delays caused by circumstances beyond its reasonable control.

11. Waterproofing, Tiling & Finishes

Tiled finishes, grout lines, silicone lines and panel joints may contain minor variations consistent with normal industry tolerances.

Natural materials and manufactured products may vary in colour, texture, pattern and finish.

Grout and silicone sealants should not be cleaned using bleach, harsh chemicals or abrasive cleaning products, as these may cause discolouration, deterioration or premature failure.

The company accepts no responsibility for damage caused by inappropriate cleaning methods or products.

13. Completion & Snagging

Outstanding snagging items, cosmetic adjustments or return visits shall not constitute grounds for withholding stage payments or final balances.

Any concerns raised by the client will be recorded and the company will arrange a suitable return visit to carry out any agreed remedial works at the earliest reasonable opportunity and, where reasonably practicable, within one calendar month.

20. VAT

The company is not currently registered for VAT and therefore VAT has not been included within the quotation or pricing provided.

In the event the company becomes legally required to register for VAT prior to completion of the contracted works, VAT shall be added at the prevailing rate to any outstanding balances, stage payments, variations or additional works invoiced after the effective date of VAT registration.

Any payments received prior to VAT registration shall remain unaffected.
