



# NESTIVE

*Please find below a copy of our Terms & Conditions.*

## TERMS AND CONDITIONS FOR NESTIVE LTD

### 1. Introduction

1.1 These Terms and Conditions ("Terms") apply to all services provided by NESTIVE Ltd ("the Company," "we," "us," or "our") to any person or entity ("the Client," "you," or "your"), whether domestic or commercial, who engages our carpentry and construction services. These Terms are designed to comply with relevant regulations, including the Consumer Rights Act 2015 for domestic clients and the Supply of Goods and Services Act 1982 for commercial clients.

1.2 By accepting a quote, making a payment, or otherwise engaging our services, the Client agrees to be bound by these Terms. If you are a domestic client, these Terms do not affect your statutory rights as a consumer under the **Consumer Rights Act 2015**.

### 2. Scope of Work

2.1 The Company will carry out the carpentry services as detailed in the quotation or proposal provided to the Client. The scope of work will be specific to the Client's requirements, whether for domestic or commercial purposes, and will include all work necessary to meet the agreed specifications.

2.2 Any changes or additions to the agreed-upon scope of work must be documented and approved in writing by both the Company and the Client. The Company reserves the right to adjust the pricing or project timeline in accordance with such changes. Additional charges for amendments will be discussed and agreed upon before the work proceeds. This ensures that both parties are aware of any cost implications or delays resulting from changes, in compliance with the **Consumer Rights Act 2015** for domestic clients and fair business practices for commercial clients.

2.3 All agreements, amendments, and communications must be confirmed in writing to ensure clarity and avoid misunderstandings. Verbal agreements will not be binding unless confirmed in writing.

### **3. Payment Terms**

**3.1 Booking Fee:** To secure your project date, a non-refundable booking fee of 10% of the total project cost is required upon acceptance of the quote. Once the booking fee is received, we will confirm the project start date.

**3.2 Progress Payment:** A payment of 40% of the total project cost is required 1–2 weeks before the project begins. This payment ensures materials are sourced and all logistics are in place for a smooth start.

**3.3 Final Payment:** The remaining 50% of the total project cost is due upon completion of the job and must be paid on the same day the work is completed. We accept payment via bank transfer, credit or debit card, and cash.

**3.4 Late Payments:** Payments for completed work that are not made on the same day of completion may incur interest charges at a rate of 6% per month.

**3.5 Non-Payment:** If the Client refuses or delays payment for completed work, NESTIVE Ltd reserves the right to take legal action to recover the unpaid amount. All legal costs incurred will be the responsibility of the Client.

### **4. Gas and Electrical Equipment/Appliances**

**4.1** Due to insurance restrictions, NESTIVE Ltd cannot directly install, adjust, or attend to any electrical or gas equipment or appliances. The Client is responsible for arranging qualified professionals to carry out any necessary electrical or gas-related work, or, upon request, NESTIVE Ltd can arrange for qualified subcontractors to perform these services.

**4.2** If the Company provides subcontractors for electrical or gas services, the subcontractors will be vetted, fully certified, and insured to carry out the work in compliance with industry standards and legal requirements. In such cases, NESTIVE Ltd assumes full responsibility for the quality of work and any liabilities arising from the services provided by subcontractors.

### **5. Decoration**

**5.1** Unless otherwise stated, our quotations do not include decoration services. However, upon request, NESTIVE Ltd can arrange for professional painters as subcontractors for decorative work. All subcontractors provided by the Company are fully vetted, insured, and comply with legal requirements and industry standards. The Company assumes full responsibility for the quality of work and any liabilities arising from the services provided by subcontractors.

**5.2** For bespoke storage solutions, the Company offers an optional spray painting service, which can be included in the quotation upon request. This service is

provided with the same high standards of care and skill as the Company's carpentry work.

5.3 While all due care is taken during our work, NESTIVE Ltd cannot be held responsible for any cracking, damage, or movement that may occur in the structure due to vibrations or other unavoidable impacts during the course of the works.

5.4 The Client is responsible for removing, relocating, or covering personal items within the ongoing work area before our arrival. While we take precautions to minimise dust and dirt, we cannot be held responsible for any dust, dirt, or damage to personal items that remain in the workspace during the project.

## **6. Delays and Third-Party Contractors**

6.1 Responsibility for Third-Party Contractors: NESTIVE Ltd is not responsible for delays caused by third-party contractors not under our control, including but not limited to electrical work, gas boiler installations, plumbing, painting, plastering, or any other trades or services that may impact the carpentry project. This also includes any structural or building work that is incomplete or delayed.

6.2 Client Delays and Third-Party Contractors: If delays occur due to the actions or inactions of a third-party contractor hired by the Client, or if the Client fails to provide timely access to the site, necessary information, or materials, or otherwise prevents the project from progressing as scheduled, the Client remains responsible for payment for all work completed up to that point. NESTIVE Ltd reserves the right to charge for any additional time, costs, or rescheduling required as a result of such delays, including any downtime caused by lack of access or readiness of the site.

6.3 Communication and Resolution: NESTIVE Ltd will keep the Client informed of any delays or issues as they arise. We will work collaboratively with the Client to resolve any problems and minimise disruption to the project timeline.

## **7. Quality of Work**

7.1 Commitment to Quality: NESTIVE Ltd is committed to delivering high-quality carpentry services in accordance with industry standards, the agreed-upon project specifications, and the requirements set forth in the Consumer Rights Act 2015 and the Supply of Goods and Services Act 1982. This means all work will be carried out with reasonable care and skill, and any materials used will be of satisfactory quality and fit for purpose.

7.2 **Notification of Concerns:** If the Client has any concerns about the quality of work, they must notify the Company in writing within 5 days of the project's completion, in compliance with the Consumer Rights Act 2015. The Company will acknowledge the concern within 3 business days and will take reasonable steps to address any legitimate issues raised within a reasonable timeframe.

7.3 Right to Remedy: In line with the Consumer Rights Act 2015, NESTIVE Ltd reserves the right to inspect and, where necessary, rectify any defects or quality concerns identified by the Client. The Client must allow the Company reasonable

access and time to make good any issues. If the Client refuses to allow access or seeks a third-party contractor to remedy the work without giving NESTIVE Ltd the opportunity to address the concern first, the Client forfeits the right to seek compensation or reimbursement from the Company for any subsequent remedial work.

**7.4 Dispute Resolution:** In the event of a dispute regarding the quality of work that cannot be resolved through direct communication, NESTIVE Ltd and the Client agree to seek an independent third-party expert, mutually agreed upon, to assess the work. The cost of this assessment will be shared equally between NESTIVE Ltd and the Client. Both parties agree to accept the findings of the independent assessment. The Company will provide information about the availability of Alternative Dispute Resolution (ADR) in compliance with the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015, should the need arise.

**7.5 Refusal of Access:** If the Client refuses to allow NESTIVE Ltd reasonable access to remedy any defects, the Client forfeits the right to claim compensation or seek reimbursement for any costs incurred in hiring a third-party contractor to fix the issue. This is in accordance with the Company's rights under the Consumer Rights Act 2015.

## **8. Dispute Resolution**

**8.1 Mediation:** In the event of a dispute that cannot be resolved through direct communication between NESTIVE Ltd and the Client, either party may propose mediation as a voluntary and neutral first step before pursuing any legal action. The mediation process will be conducted in accordance with the principles outlined in the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015, and both parties will share the cost of the mediation equally, unless otherwise agreed.

**8.2 Right to Legal Remedies:** If mediation is unsuccessful or declined by either party, both NESTIVE Ltd and the Client retain the right to pursue legal remedies, including litigation, in accordance with the governing law specified in Section 12 of these Terms. This includes the right to seek compensation for breaches of the contract, provided all reasonable steps, including the opportunity for the Company to remedy any defects, have been followed as outlined in Section 7 (Quality of Work) and in compliance with the Consumer Rights Act 2015.

**8.3 ADR Information:** In compliance with the **Alternative Dispute Resolution for Consumer Disputes Regulations 2015**, the Company will provide information to the Client about an approved ADR provider upon request, even if the Company does not agree to use ADR in resolving the dispute. Both parties may independently agree to pursue ADR if desired.

## **9. Termination of Services**

### **9.1 Termination by the Client:**

- **Before Project Start:** If the Client wishes to terminate the contract before the project start date, they must provide:
  - For projects lasting **5 days or less**, at least **48 hours'** notice.
  - For projects lasting **6-14 days**, at least **7 days'** notice.
  - For projects lasting **15-30 days**, at least **14 days'** notice.
  - For projects lasting **more than 30 days**, at least **21 days'** notice.

If proper notice is not provided, NESTIVE Ltd reserves the right to retain the booking fee or deposit as compensation for lost time, planning, or materials ordered in advance. If any materials have been specially ordered or non-recoverable costs have been incurred, the Client will be responsible for these costs, and the Company may issue an invoice for the remaining balance due.

- **After Project Start:**
  - For projects lasting up to **14 days**, the Client may terminate the contract by providing **7 days'** written notice.
  - For projects lasting between **15-30 days**, the Client must provide **14 days'** written notice.
  - For projects lasting **more than 30 days**, the Client must provide at least **21 days'** written notice.

The Client will be responsible for payment for all work completed up to the date of termination, including any materials specifically ordered or prepared for the project and any scheduled work that cannot be cancelled.

**9.2 Termination by the Company:** NESTIVE Ltd reserves the right to terminate the contract if the Client fails to make payments as required, as outlined in Section 3, or if the Client breaches any other terms of this agreement. In the event of termination due to non-payment or breach, the Client will be responsible for payment for all work completed up to the date of termination, as well as any materials ordered or scheduled work. The Company also reserves the right to charge interest on overdue payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

**9.3 Right to Remedy Before Termination:** Before terminating the contract, both the Client and the Company will take reasonable steps to resolve any issues through communication and, where appropriate, mediation in accordance with Section 8 (Dispute Resolution). This ensures that termination is a last resort and that both parties have had the opportunity to remedy any breaches.

## **10. Liability and Insurance**

**10.1 Insurance Coverage:** NESTIVE Ltd holds public liability insurance, covering damages or injuries occurring during the provision of services. Evidence of this insurance will be provided upon request. The Company ensures this insurance covers both domestic and commercial projects appropriately.

**10.2 Third-Party Contractors and Client-Supplied Materials:** NESTIVE Ltd is not liable for any damages, defects, or delays resulting from the actions or omissions of third-party contractors hired by the Client, nor from the use of materials supplied by the Client. For domestic clients, this complies with the Consumer Rights Act 2015, which requires that any materials provided by the Client or third parties meet reasonable quality and suitability standards. For commercial clients, the Supply of Goods and Services Act 1982 applies.

**10.3 Site Safety and Accessibility:** The Client is responsible for ensuring that the site is safe and accessible before the commencement of any work by NESTIVE Ltd. However, once the Company begins work, it assumes responsibility for maintaining safe working practices in accordance with the Health and Safety at Work Act 1974 and all relevant regulations. Any delays or additional costs incurred as a result of unsafe site conditions that prevent work from starting will be borne by the Client. If any new health and safety risks arise during the project, the Company will notify the Client immediately and take appropriate action to mitigate those risks.

**10.4 Limitation of Liability:**

- **Domestic Clients:** NESTIVE Ltd's liability for any claims arising from the services provided shall be limited to the value of the services paid for by the Client. The Company is not liable for any indirect or consequential losses (such as loss of enjoyment or inconvenience). This limitation of liability does not exclude or limit the Client's rights under the Consumer Rights Act 2015, which ensures services are provided with reasonable care and skill, and that any materials used are of satisfactory quality and fit for purpose.
- **Commercial Clients:** For commercial clients, NESTIVE Ltd's liability shall be limited to the direct costs associated with the services provided, in line with the Supply of Goods and Services Act 1982. The Company shall not be liable for any consequential, indirect, or financial losses, including loss of business, profits, or goodwill, unless expressly agreed otherwise in writing.

**Structural Movement and Damage:** While NESTIVE Ltd takes all due care during our work, we cannot be held responsible for any cracking, damage, or movement in the structure that may occur due to vibrations or other unavoidable impacts during the course of the works. This includes, but is not limited to, minor settlement or cracking that could occur in buildings as a result of natural movement during or after construction.

**Personal Items:** The Client is responsible for removing, relocating, or covering personal items within the ongoing work area before our arrival. While we take precautions to minimise dust and dirt, we cannot be held responsible for any dust, dirt, or damage to personal items that remain in the workspace during the project. We recommend that Clients take appropriate measures to protect their belongings.

**Indirect Losses:** NESTIVE Ltd will not be responsible for any indirect losses or additional expenses that the Client may suffer as a result of a breach of this contract. This includes, but is not limited to, loss of profit, loss of business, or delays caused by factors outside our control.

Direct Losses: NESTIVE Ltd will, however, take full responsibility for any direct losses that arise from our failure to provide services with reasonable care and skill, as required by the Consumer Rights Act 2015 for domestic clients and in line with general contract law for commercial clients.

**10.5 Force Majeure:** The Company is not liable for any delays or damages caused by circumstances beyond its control, including but not limited to severe weather conditions, natural disasters, or other unforeseen events. In such cases, both parties will cooperate to reschedule the work without penalty or additional costs. This applies equally to both domestic and commercial clients, ensuring fairness and flexibility during exceptional events.

## **11. Independent Contractors**

**11.1 Client-Hired Independent Contractors:** The Client acknowledges that any independent contractors hired by them (such as electricians, plumbers, or other tradespeople) are not under the control of NESTIVE Ltd, and the Company bears no liability for any defects, damages, or delays caused by the work of such contractors. This applies to both domestic clients under the Consumer Rights Act 2015 and commercial clients under the Supply of Goods and Services Act 1982. The Client is responsible for ensuring that all third-party contractors meet necessary industry standards and comply with relevant regulations.

**11.2 Second Opinions and Assessments:** If the Client seeks a second opinion or independent assessment of the Contractor's work, NESTIVE Ltd strongly recommends that this be carried out by a truly independent expert, who has no prior involvement in the project. This ensures that any assessment is impartial and objective. For domestic clients, this assessment process must comply with the provisions of the Consumer Rights Act 2015, ensuring fairness to both parties. For commercial clients, any second opinions must also align with professional and industry standards to ensure the quality and impartiality of the assessment.

**11.3 Third-Party Contractor Coordination:** In cases where NESTIVE Ltd must coordinate with third-party contractors hired by the Client (for example, in large or multi-trade projects), the Company will work to ensure smooth coordination but cannot be held liable for any delays or defects caused by those contractors. Both domestic and commercial clients are responsible for ensuring that third-party contractors adhere to project timelines and standards set by their respective contracts.

## **12. Governing Law**

**12.1** These Terms and Conditions, and any contract formed between NESTIVE Ltd and the Client, are governed by the laws of England and Wales. Any disputes arising in connection with these Terms will be subject to the exclusive jurisdiction of the courts of England and Wales, whether the Client is domestic or commercial.

## **13. Data Protection**

Customer Data: NESTIVE Ltd is committed to protecting the privacy and security of the Client's personal data. All personal data collected from the Client will be processed in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

#### **14. Use and Display of Images**

14.1 By agreeing to these Terms and Conditions, the Client grants NESTIVE Ltd permission to take and use images of the carpentry work carried out at the Client's premises. These images may be used for the purpose of promoting the Company's services, including but not limited to its online portfolio, social media, website, publicity materials, and print media.

14.2 The Company will ensure that no personal details, such as the Client's name or address, are included in any images used for promotional purposes, unless explicit written consent is provided by the Client.

14.3 If the Client does not wish for images of their property or carpentry work to be used for promotional purposes, they must notify the Company in writing prior to the commencement of the project.

14.4 The Company will use the images in accordance with relevant privacy laws and will not use images in any way that could cause damage or harm to the Client's reputation or property.

#### **15. DBS-Checked Employees**

15.1 NESTIVE Ltd is committed to maintaining the safety and security of our clients. Where appropriate, our employees and subcontractors are Disclosure and Barring Service (DBS) checked to ensure they meet the necessary standards for working in environments where safeguarding is important, such as in homes, schools, or care facilities.

15.2 The Company will provide confirmation of DBS checks upon request for any employee or subcontractor assigned to your project. This helps ensure peace of mind for our clients, particularly in domestic settings or environments with vulnerable individuals.

15.3 By engaging NESTIVE Ltd, the Client acknowledges that all reasonable steps have been taken to verify the background of employees and subcontractors involved in the project.

#### **16. Amendments**

15.1 NESTIVE Ltd reserves the right to amend these Terms and Conditions at any time. Any amendments will be communicated to the Client in writing and will apply to all future contracts. For projects lasting 14 days or less, the Client will be provided with at least 7 days' notice of any amendments. For projects exceeding 14 days, the Client will be provided with at least 14 days' notice. Amendments will not affect any ongoing projects unless both parties agree in writing.



## **17. Acceptance of Terms**

16.1 By engaging NESTIVE Ltd's services, whether as a domestic or commercial client, the Client acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions. The Client's acceptance of a quote, deposit payment, or booking of services will be considered as full acceptance of these Terms.

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**Date:** 16/06/2025