



HUSH

SOUNDPROOFING

Terms & Conditions

By paying Hush Soundproofing Limited your booking deposit you agree to and have read through the quotation and terms.

Sound Reduction Guarantee

Please note that all reductions mentioned on literature by Hush Soundproofing Ltd is for information purpose only and describe what can be achieved and has been achieved by our systems, but cannot be guaranteed. Sound is very subjective and results might differ from customer to customer or building to building. The only way to really know exactly what result was achieved or can be achieved is to measure the problematic areas before and after treatment with the correct methods and calibrated equipment. We can offer independent test before and after the install – costs available on request.

Booking deposits & payment due dates

1 day installs	2-5 day installs	6-14 day installs	15 days +
25% booking deposit	25% booking deposit	25% booking deposit	30% booking deposit
75% on completion	25% progress payment upon 25% completion. 25% progress payment upon 50% completion.	25% progress payment upon 25% completion. 25% progress payment upon 50% completion.	The remaining payment schedule will be discussed with client
	25% on completion.	25% on completion.	

Fees and Deposit

In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.

1. You must pay Hush Soundproofing Ltd for any additional services provided by Hush Soundproofing Ltd that are not specified in the quotation/invoice in accordance with our then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause **1** and **2** also apply to these additional services.

You must pay a deposit " " as detailed in the quotation within 2 days of acceptance to secure your booking.

If you do not pay the Deposit to Hush Soundproofing Ltd according to the clause above, we

can either withhold provision of the Services until the Deposit is received or can terminate under the clause below “Cancellation and amendment”.

2.The Deposit is non-refundable, however Hush Soundproofing Ltd can refund said deposit at their own discretion if deemed acceptable by Hush Soundproofing Ltd.

Cancellation and amendment

If you want to amend any details of the Services you must tell Hush Soundproofing Ltd in writing as soon as possible. Hush Soundproofing Ltd will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you the customer.

3.If, due to circumstances beyond our control, including but not limited to;

- Failed material delivery.
- Illness of Hush Soundproofing Ltd Staff.
- Severe weather condition.
- Vehicular damage or loss.
- Unpredictable circumstances in regards to the scope of the project.

Hush Soundproofing Ltd may have to make changes in the services or how they are provided, Hush soundproofing Ltd will notify you immediately. Hush Soundproofing Ltd will use reasonable endeavours to keep any such changes to a minimum.

4. If you the customer at any stage of your project use alternative contractor(s) or worker(s) to complete or carry out any aspect of the project quoted or invoiced by Hush Soundproofing Ltd without Hush Soundproofing Ltd's consent, Hush Soundproofing Ltd will then exercise their right to retrieve the full amount owed by you the customer effective immediately and any materials purchased by Hush Soundproofing Ltd for the project invoiced/quoted along with ceasing to carry out any further works for you the customer.

Payment

If you do not pay within the period set out above, Hush Soundproofing Ltd can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with you.

5.Receipts for payment will be issued by us only at your request.

6.All payments must be made in British Pounds unless otherwise agreed in writing between Hush Soundproofing Ltd.

Furniture

Hush Soundproofing Ltd respectfully asks that all movable furniture be removed prior to our arrival. Our teams and help with heavier items but we cannot accept and liability or responsibility for any damage caused to objects/furniture if we have to move these items.

Please let Hush Soundproofing Ltd know if there is any furniture that can be moved.

Please make sure these items are covered and protected. Hush Soundproofing Ltd will work very carefully around these items but will not except liability for damage.

Dust

Dust can escape the immediate area of works and Hush Soundproofing Ltd will suggest taking precautions before work commence. Hush Soundproofing Ltd will always attempt

to keep dust and debris to a minimum and clean the immediate working area to the best of our ability. Hush Soundproofing Ltd cannot accept any responsibility for damage caused by dust.

Plastering

When plastering there is a certain amount of plaster dust residue which will settle and although we clean thoroughly, you may need to give the area a mop or dust once the area dries.

Floor Protector

Adequate floor protection will be installed by The Hush Soundproofing Ltd Team before works commence. This protection will be removed after works unless you request it to stay.

Exposed Floor Boards

Hush Soundproofing Ltd will always try its best to lift floorboards with minimum damage but there is always the possibility that floorboards might crack, split or break. Hush Soundproofing Ltd will try to mend damaged floorboards where possible. Please note that Hush Soundproofing Ltd will remove most if not all nails and reattach the floorboards with screws to minimise future creaks. Hush Soundproofing Ltd strongly advises you to get the floors sanded and sealed/varnished if you choose to keep the wooden floors exposed after soundproofing.

Refitting Carpets

Hush Soundproofing Ltd will leave the floor ready for carpet to be fitted if required. Hush Soundproofing Ltd will roll the old carpet back but it is highly recommended to get a professional carpet fitter in to refit the carpets. The Hush Soundproofing Ltd Team will refit on request as to as high a standard possible, however it is advised that you the customer should ideally seek a professional carpet fitter to carry out this task.

Services

7. Hush Soundproofing Ltd warrant that it will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. Hush Soundproofing Ltd can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.

8. Hush Soundproofing Ltd will use reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.

Sub-Contracting and assignment

9. Hush Soundproofing Ltd can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.

10. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

Termination

11. Hush Soundproofing Ltd can terminate the provision of the Services immediately if you:

A. Commit a material breach of your obligations under these Terms and Conditions; or

B. Fail to make pay any amount due under the Contract on the due date for payment; or

C. Are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or

D. Enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or

E. Convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

Liability and indemnity

12. Hush Soundproofing Ltd is not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation/invoice for:

A. Any indirect, special or consequential loss, damage, costs, or expenses or;

B. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or

C. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or

D. Any losses caused directly or indirectly by any failure or your breach in relation to your obligations such as using a third party to complete a project originally intended for Hush Soundproofing Ltd to complete; or

E. Any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.