



HUSH

SOUNDPROOFING

HUSH SOUNDPROOFING TERMS AND CONDITIONS v.1 2019

BACKGROUND:

These Terms and Conditions shall apply to the provision of Services by Hush Soundproofing Limited, a Company incorporated in England and Wales with Company Number 10094855 whose registered office address is The Hub, Valleys Innovation Park, Navigation Park, Abercynon, Mid Glamorgan, Wales, CF45 4SN (“**Hush**”) to customers that require Hush’s services.

Please read these terms carefully before you submit your Order to us. These terms apply to all Products and Services which Hush provides to you and by submitting your Order to us you agree to be bound by these terms.

1. **Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ Agreement ”	means the contract into which the Parties will enter on the Customer’s acceptance of the Quotation and/or by the Customer placing an Order which shall incorporate, and be subject to, these Terms and Conditions;
“ Agreed Date ”	means the date on which the provision of the Services will commence as agreed by both Parties in writing;
“ Business Day ”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London;
“ Confidential Information ”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“ Customer ”	means the business or consumer that requires the Services subject to these Terms and Conditions and the Agreement;
“ Final Fee ”	means the balance of the total of all sums payable which shall be shown on the invoice issued in accordance with Clause 5 of these Terms and Conditions.
“ Model Cancellation Form ”	means the model cancellation form attached at Schedule 3 ;
“ Order ”	means the Customer’s acceptance of the Quotation and/or request to acquire the Services from Hush as set out in Clause 3 of these Terms and Conditions;



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“Products”	means the products required to render the Services which Hush shall procure and supply (unless otherwise agreed);
“Property”	means the Customer’s property or premises, as detailed in the Order and the Agreement, at which the Services are to be rendered;
“Quotation”	means a quotation detailing proposed fees and services supplied to the Customer in accordance with Clause 3 of these Terms and Conditions;
“Quoted Fee”	means the fee which will be quoted to the Customer which may vary according to the actual work undertaken as set out in Clause 5 of these Terms and Conditions;
“Services”	means the Soundproofing services provided by Hush;
“Visit”	means any occasion, scheduled or otherwise, on which Hush shall visit the Property to render the Services; and
“Work Area”	means the part of the Property within which the Services are to be rendered.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.2 a "Party" or the "Parties" refer to the parties to the Agreement.

2 Business Customer or a Consumer

2.1 In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

(a) You are an individual; and

(b) You are buying Products and Services from Hush wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in [blue type](#).

3. Basis of Contract

3.1 Hush shall provide the Customer with a Quotation.

3.2 If the Customer requires any amendments to the Quotation, the Customer shall liaise with Hush and a revised Quotation will be provided, if appropriate.

3.3 When the Customer is content with the Quotation the Customer shall place an Order **by paying a deposit amount to Hush Soundproofing Ltd**, which confirms the Customer’s acceptance of these Terms and Conditions,. The Customer shall also make payment of the deposit in accordance with **Clause 4** below.



4 Deposit

- 4.1 At the time of accepting the Quotation or not more than 2 days thereafter the Customer shall be required to pay a Deposit to Hush. The Deposit shall be 25% of the Quoted Fee, unless stated otherwise by Hush Soundproofing Ltd. Orders shall not be deemed confirmed until the Deposit is paid in full.
- 4.2 Subject to Clause 9 the Deposit shall be non-refundable, but Hush reserves its right to refund the Deposit at its absolute discretion.

5 Fees and Payment

- 5.1 The Quoted Fee shall include the price payable for the Services and for the estimated Products required to render the Services.
- 5.2 The Customer shall pay any amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Hush at the prevailing rate, subject to the receipt of a valid VAT invoice. If the rate of VAT changes between the order date and the date Hush provides the Services, Hush will adjust the rate of VAT accordingly.
- 5.3 Hush shall use all reasonable endeavours to use only the Products (and quantities thereof) set out in the Quotation and the Agreement. However, if additional Products and/or Services are required the Final Fee shall be adjusted to reflect this. Fees for additional Services not stated in the Quotation shall be payable at Hush's current, applicable daily rate in effect at the time of performance or such other rate as agreed between the Parties before performance of the additional Services. Any such increases shall be kept to a minimum.
- 5.4 In the event that the prices of Products or Services increase during the period between the Customer's acceptance of the Quotation and the commencement of the Services, Hush shall inform the Customer of such increase and of any difference in the Final Fee.
- 5.5 Hush shall invoice the Customer at regular intervals in accordance with the table below, however depending on the nature of the project these payment terms may change;

1 day installs	2-5 day installs	6-14 day installs	15 days +
50% booking deposit	50% booking deposit	50% booking deposit	50% booking deposit
50% Final Fee plus any adjustments on completion	50% payment upon completion. .	50% payment upon completion.	The remaining payment schedule will be discussed with Customer
	----- Plus any additional costs-----		



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	plus any adjustments on completion.	any adjustments on completion.	
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- 5.6 All invoices must be paid within 2 days of receipt by the Customer with the exception of the Final Fee which shall be payable immediately on the completion of the Services and handover to the Customer either via the link on emailed invoices or over the phone payment to Hush Soundproofing Ltd head office.
- 5.7 Any sums which remain unpaid following the expiry of the time period set out in **sub-Clause 5.6** shall incur interest on a daily basis at 8% above the Bank of England's base rate prevailing at the time. In addition, the Customer shall indemnify Hush for all direct and indirect costs (including legal, professional, court fees, enforcement fees and management time) which Hush incurs in seeking to recover any unpaid sums from the Customer.
- 5.8 If the Customer does not pay within the time period set out above, Hush can suspend any further provision of the Services and cancel any future Services which have been ordered by, or otherwise arranged with a Customer.
- 5.9 Receipts for payment will only be issued by Hush, if the Customer expressly requests the same.
- 5.10 All payments must be made in British pounds (GBP) unless otherwise agreed in writing between Hush and the Customer.
- 5.11 In addition to the Fees, Hush can recover from the Customer:
- 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 Hush for the performance of the Services;
 - c) the cost of any materials required for the provision of the Services.
 - d) the cost for site visits during the quoting stage, basic site visit costs can be discounted from any quoted works that are then commissioned.

6 Services

6.1

- 6.2 Hush shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best trade practice. Hush shall be entitled to make any changes to the Services which are necessary to comply with any applicable law or safety requirement.

Time shall not be of the essence in the rendering of the Services under these Terms and Conditions or under the Agreement. Hush reserves its right to change any times to perform the Services for reasons including but not limited to:



- (a) failed material delivery;
 - (b) illness of Hush employees or contractors;
 - (c) severe weather conditions;
 - (d) vehicle damage or loss; or
 - (e) unforeseen circumstances in relation to the scope of the Services and/or Work Area.
- 6.3 Hush may provide plans, diagrams or similar documents in advance of the Services. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Services nor to guarantee specific results.
- 6.4 Should Hush have to make any changes in the Services or how they are provided, Hush will notify their Customer as soon as reasonably practical. Hush will use reasonable endeavours to keep any such changes to a minimum.
- 6.5 Hush shall use all reasonable skill and care in protecting the Property and Work area, but its responsibilities should be limited to that set out in **Schedule 1** and subject to **Clause 11**.

7 Customer's Obligations

- 7.1 If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.
- 7.2 The Customer shall ensure that Hush can access the Property at the agreed times to render the Services.
- 7.3 The Customer shall have the option of giving Hush a set of keys to the Property or being present at the agreed times to give Hush access. However, the Customer shall be present at the time of completion of the Services and handover and shall make immediate payment of the Final Fee as stated in **clause 5.6**.
- 7.4 The Customer shall ensure that Hush has access to electrical outlets and a supply of hot and cold running water.
- 7.5 **Unless clause 9 applies**, the Customer must give Hush at least 48 hours' notice if Hush will be unable to provide the Services on a particular day or at a particular time. Hush will not invoice for cancelled Visits provided such notice is given. If less than 48 hours' notice is given Hush shall invoice the Customer at the normal rate.
- 7.6 The Customer is responsible for the removal of furniture and protection of the Customer's Property as set out in **Schedule 1**.
- 7.7 If the Customer wishes to amend any details of the Services, the Customer shall inform Hush in writing as soon as possible. Hush will use reasonable skill



and care to make any required changes and any additional costs will be included in the Fees and invoiced to the Customer.

- 7.8 Subject to clause 9, should the Customer at any stage of the Services, use alternative contractors or workers to complete or carry out any aspect of the Services quoted or invoiced by Hush, without Hush's consent, Hush shall be entitled to recover the full amount quoted to the Customer, such Fees to be payable immediately.

8 Cancellation by Hush

- 8.1 Hush may cancel the Services at any time before the Agreed Date and shall refund all sums paid, including the Deposit.

9 Cancellation of Contract During the Cooling Off Period-Consumers only

- 9.1 If the Customer agrees to an Agreed Date to commence the Services prior to the expiry of the 14 days cooling off period, then the Customer hereby expressly waives its rights to a full refund. Even if the Services have not commenced, Products will be ordered bespoke to the Customer's project and accordingly appropriate deductions will be applied.
- 9.2 If the Customer wishes to cancel the contract within the cooling off period the Customer should inform Hush immediately by a clear statement (e.g. a letter sent by post, or email to the postal address or email address specified on the Quotation or otherwise notified to the Customer). The Customer may use the Model Cancellation Form in Schedule 3, but it is not obligatory.
- 9.3 To meet the cancellation deadline, it is sufficient for the Customer to send his or her communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 9.4 If the Customer exercises the right to cancel he/she will not have the deposit amount refunded.
- 9.5 Hush will refund money using the same method used to make the payment, unless the Customer has expressly agreed otherwise. In any case, the Customer will not incur any fees as a result of the refund.
- 9.6 Hush will process the refund due to the Customer as a result of a cancellation without undue delay and, in any case, within the period of 14 days after the day on which Hush is informed of the cancellation.
- 9.7 As in Clause 9.1, if the Agreed Date to commence provision of the Services falls within the cooling off period the Customer hereby make an express request for provision of the Services to begin within the 14 calendar day cooling off period. By making such a request the Customer acknowledges and agrees to the following:
- 9.7.1 If the Services are fully performed within the 14 calendar day cooling off period, the Customer will lose the right to cancel after the Services are complete.
- 9.7.2 If the Customer cancels the Services after provision has begun including the ordering of Products but before it is complete the



Customer will still be required to pay for the Services and Products purchased by Hush in full immediately.

10 Risk and Retention of Title

- 10.1 Risk of damage to or loss of the Products shall pass to the Customer at:
 - 10.1.1 in the case of Products to be delivered otherwise than at Hush's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Products, the time when Hush has tendered delivery of the Products; or
 - 10.1.2 in the case of Products being installed by Hush, the time that Hush notifies the Customer that the installation is complete.
- 10.2 Notwithstanding delivery and the passing of risk in the Products, or any other provision of these Conditions, legal and beneficial title of the Products shall not pass to the Customer until Hush has received in cash or cleared funds payment in full of the price of the Products.
- 10.3 Until payment has been made to Hush in accordance with these Conditions and title in the Products has passed to the Customer, the Customer shall be in possession of the Products as bailee for Hush and the Customer shall store the Products separately where they are capable of being stored separately.
- 10.4 Hush reserves the right to repossess any Products in which Hush retains title without notice. The Customer irrevocably authorises Hush to enter the Customer's premises during normal business hours for the purpose of repossessing the Products in which Hush retains title.
- 10.5 The Customer's right to possession of the Products in which Hush maintains legal and beneficial title shall terminate if;
 - 10.5.1 The Customer commits or permits any material breach of his/her obligations under these Conditions;
 - 10.5.2 The Customer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his/her creditors;
 - 10.5.3 The Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
 - 10.5.4 The Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating chargeholder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.



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11 Liability, Indemnity and Insurance

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 11.1 Subject to **clauses 11.3 and 11.4**, Hush's total liability for any loss or damage caused as a result of its negligence or breach of these Terms and Conditions or of the Agreement shall be limited to £10,000.00.
- 11.2 Hush shall not be liable (whether caused by its employees, contractors, agents or otherwise) in connection with its provision of the Services or the performance of any of its 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, management time; or
 - c) any failure to perform any of its obligations if such delay or failure is due to any cause beyond its reasonable control; or
 - d) any losses caused directly or indirectly by any failure by the Customer or breach by the Customer in relation to its obligations such as using a third party to complete a project originally intended for Hush; or
 - e) any losses arising directly or indirectly from the choice of Services by the Customer or the Customer's expectations as to how the Services will meet its requirements.
- 11.3 Nothing in these Terms and Conditions shall limit or exclude Hush's liability for death or personal injury.

12 Sound Reduction Guarantee

- 12.1 All sound reduction information referred to on literature by Hush is for information purpose only and describes potential reductions, but such reductions cannot be guaranteed. Sound is very subjective and results might differ from customer to customer or building to building. Any samples, drawings, descriptive matter or advertising issued by Hush and any descriptions of the Products, illustrations or descriptions of the Services contained in Hush's catalogues or brochures are issued or published for the sole purpose of providing an approximate idea of the Services and/or Products described in them. They shall not form part of this Agreement or have any Contractual force.
- 12.2 To establish what results have been achieved as a result of the Services, Hush can provide measurement of the problematic Work Area before and after treatment. If the Customer requires this additional service, the Customer should contact Hush for details of the additional Fees payable.
- 12.3 When Hush Soundproofing Ltd provide acoustic dooring solutions they do so as a immediate cost effective measure before considering more extensive works typically, Hush cannot guarantee that further works will not be required to prevent frequencies traveling through adjoining wall areas.

13

Data Protection

- 13.1 All personal information that Hush may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Customer's rights under the GDPR.
- 13.2 For complete details of Hush's collection, processing, storage, and retention of



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personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer's rights and how to exercise them, and personal data sharing (where applicable), please request a copy of Hush's Privacy Notice.

14 Confidentiality

14.1 Except as provided by sub-Clause 14.2 or as authorised in writing by the other Party, each Party shall, at all times during the continuance of the Agreement and for 3 years after its termination:

14.1.1 keep confidential all Confidential Information;

14.1.2 not disclose any Confidential Information to any other party;

14.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;

14.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

14.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 14.1.1 to 14.1.4 above.

14.2 Either Party may:

14.2.1 disclose any Confidential Information to:

14.2.1.1 any sub-contractor or supplier of that Party;

14.2.1.2 any governmental or other authority or regulatory body;
or

14.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 14.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 14, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

14.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

14.3 The provisions of this Clause 14 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.



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15 Force Majeure

15.1 Hush will not be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of Hush. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of Hush.

16 Termination

16.1 Hush Soundproofing Ltd can terminate the provision of the Services immediately if the Customer:

- a) commits a material breach of its obligations under these Terms and Conditions;
- b) fails to pay any amount due under the Agreement on the due date for payment;
- c) is or becomes or, in Hush's reasonable opinion, is about to become, the subject of a bankruptcy order or any company insolvency orders or takes advantage of any other statutory provision for the relief of an insolvent debtor;
- d) enters 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) convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by the Customer or any of its 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 the Customer's winding up or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to your insolvency or possible insolvency.

17 Effects of Termination

Upon the termination of the Agreement for any reason:

- 17.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 17.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 17.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which exist at or before the date of termination; and
- 17.4 each Party shall (except to the extent referred to in **Clause 14**) immediately cease to use, either directly or indirectly, any Confidential Information.

18 Costs

Subject to any provisions to the contrary each Party shall pay its own costs of and



incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

19 Assignment and Sub-Contracting

19.1 Hush 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 its obligations to any third party. For the avoidance of doubt, the Customer hereby provides its consent to allow Hush to use sub-contractors (if it so elects) to carry out all or part of the Services.

19.2 The Customer must not, without our prior written consent of Hush, assign, transfer, charge, subcontract or deal in any other manner with all or any of the Customer's rights or obligations under these Terms and Conditions, by doing this without permission of Hush Soundproofing Ltd the customer will be liable to pay the full amount of the invoiced works immediately, regardless of the percentage of project completion.

20 Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

21 Third Party Rights

No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

22 Notices

22.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

22.2 Notices shall be deemed to have been duly given:

22.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

22.2.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or

22.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

In each case notices shall be addressed to the most recent registered office address or e-mail address notified to the other Party.

22.3 For the avoidance of doubt, service by email is not accepted for service of any court proceedings and/or winding up notices and service shall only be valid if served at Hush's registered office address prevailing at the time of the dispute.



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23 Entire Agreement

- 23.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 23.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

24 Counterparts

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

25 Severance

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

26 Dispute Resolution

- 26.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 26.2 If negotiations under **sub-Clause 26.1** do not resolve the matter within 5 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.
- 26.3 If the ADR procedure under **sub-Clause 26.2** does not resolve the matter within 7 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to the courts as per **clause 27**.

27 Law and Jurisdiction

Business Customers

- 27.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 27.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.



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Consumers

- 28.1 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in this clause takes away or reduces your rights as a consumer to rely on those provisions.
- 28.2 Any dispute, controversy, proceedings or claim between you and Hush Soundproofing Ltd relating to these Terms and Conditions, the Contract, or the relationship between you and Hush Soundproofing Ltd (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.



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SCHEDULE 1

The Customer's attention is drawn to the following:

Furniture

Hush Soundproofing Ltd respectfully asks that all movable furniture be removed prior to our arrival. Our teams can 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 except 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 dried.

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.



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SCHEDULE 3

CONSUMERS ONLY

MODEL CANCELLATION FORM

To: Hush Soundproofing Ltd, The Hub, Valleys Innovation Park, Navigation Park,
Abercynon, Mid Glamorgan, Wales, CF45 4SN

Email address: to complete

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for the soundproofing services dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date: