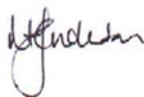


**Magicman Holdings Ltd t/a Magicman Terms & Conditions Policy**

1. Magicman uses skill and our best endeavours to closely match our repairs (within limitations) to items shape, colour and texture. It is recognised and accepted by the client that the item was damaged before our intervention and that no responsibility or liability therefore is accepted or inferred by Magicman to replace damaged items with new where a repair is either not successful or acceptable to the client.
2. All repairs performed by our team are in strict compliance with NHBC guidelines, which specify that a repair is considered acceptable if, when viewed in daylight from a normal standing position in a room, it is not visible from a distance of 2 meters or more. While some repairs may be visible from certain angles upon completion, they are deemed acceptable as long as they adhere to the above NHBC guidelines.
3. Magicman payment terms are: 30 days from date of invoice. This applies to all account customers unless otherwise agreed in writing by both parties PRIOR to commencement of works. Non-account customers must pay in full prior to the commencement of works.
4. Account & Non account customers will be charged a call out fee of £100.00 + VAT for cancellations within 24 (business) hours of the booked repair date.
5. Lighting condition, i.e. fixed, temporary or task (with temporary or task lighting it is accepted by the contracting party that subtle colour difference may be experienced when permanent lighting is installed). Responsibility for any variance and subsequent re-visit (and cost) rests entirely with the requesting party.
6. Magicman reserve the right to factor invoices through 4Syte Funding Ltd
7. Retention is 0% (works are warranted unless otherwise stated).
8. No discounts are applicable unless agreed in writing PRIOR to commencement of works. Any document requiring a signature must be signed by a duly authorised representative.
9. Defects liability period is 24 months from completion of each item of contract works OR as agreed in writing between parties PRIOR to commencement of works.
10. All access requirements (scaffold/towers, MEWPS) are the responsibility of the requesting party unless agreed in writing PRIOR to commencement. Additional charges will be made for access equipment supplied.
11. Contact details of on-site person who is authorised to accept works each day must be supplied for all works. Please note that it is the express responsibility of the requesting contracting party to inspect and accept (by means of signature on Magicman electronic job sheets) completed works daily. Failure to provide such representative will be deemed as acceptance and signature for all work completed (subject to alternative arrangements agreed in advance and in writing between the parties).
12. Magicman do not agree to acceptance of any documentation or reference to documentation not supplied and agreed prior to attendance.
13. No responsibility is taken for damage caused to the contract works either during or after the event unless such damage is expressly attributable to Magicman staff. Subcontract works will have the adjacent area protected at the time of repair and removed upon completion.
14. Construction Industry Scheme – Magicman is paid Gross under this scheme and our Unique Taxpayer Reference (UTR) will be supplied upon request.
15. C.I.T.B – Magicman is not a member of this scheme as the bespoke nature of our works requires, we train all operatives ourselves. Therefore, NO deductions under this scheme should be made.
16. Failure to gain safe access to the contract works on the day of booking will be deemed as an “abortive visit” and will be charged for by way of a call out fee of £100.00 + VAT
17. Works cannot be complete within a live/occupied environment unless isolated with adequate ventilation. If confirmed that the area is free and there is unfettered access, should Magicman arrive, and the building be live/occupied this will be classed as an “abortive visit” and the call out fee will stand.
18. Delays to Sub-Contract work beyond the control of Magicman (and accepting weather or Force Majeure) but directly attributable to others may result in additional charges.
19. The Glass Polishing process requires the removal of some glass. The polishing process also produces heat. On rare occasions the glass may crack or break during the restoration process, this can be a result of thermal stress or more likely to other unknown existing flaws / imperfections or faults in the glass itself. Magicman does not take responsibility for this occurrence. This is due to the glass being already damaged and in need of replacement prior to our attendance.
20. Magicman cannot be held responsible for slight distortions caused by the polishing process (as glass polishing is a technique of removing material and not adding material) in cases of distortion beyond the acceptable GGF regulations no charge will be made.
21. For jobs where client has supplied paint/specialist coating which do not match existing OR details supplied by client of required paint that are incorrect and therefore job cannot progress; a call out fee of £100.00 + VAT will be charged. (Magicman, at additional cost, offer a colour matching service by either a visit or match to sample provided by client.)
22. Magicman coatings are supplied in any of RAL, NCS or BS colour range. Where possible client to supply details of coating and manufacturer (Magicman may be able to supply colour references outside of the above colour schemes, which may add additional cost. However, should a colour not be obtainable a sample will be required and matched as stated in the above clause.
23. Repairs may require adjacent masking, this involves the use of low-tac tape, which may on occasion lift wall finishings or paint work. As this is part of the repair process, any damage occurred from this is not Magicman’s responsibility, liability for this lies with the customer.
24. For account customers, all late payments will be charged at 8% above the base rate of the bank of England.
25. All quotations are based on the information and photographs provided by the client, should we arrive at the job and the damage be more extensive than what we have quoted for, then our technician will be stood down and the call out fee will apply.

Signed by: Mark Henderson CEO  
Date: 01.08.2024



Prepared By	Reviewed By	Approved By	Version 5
Susie Wall	Poppy Henderson	Mark Henderson	August 2024