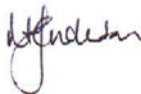


## Magicman Holdings Ltd t/a Magicman Terms & Conditions Policy

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. 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.
3. Account & Non account customers will be charged 100% of applicable rate for cancellations within 24 hours of commencement start time.
4. Retention is 0% (works are warranted unless otherwise stated).
5. 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.
6. Defects liability period is 12 months from completion of each item of contract works OR as agreed in writing between parties PRIOR to commencement of works.
7. 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.
8. A written request for attendance must be received by email or post confirming client requirements PRIOR to Magicman attendance. Any order must contain the following detail must be received by Magicman in order for works to be programmed
  - a. Company authorised and recognised Purchase Order Number
  - b. The name contact details and title of the person ordering the work.
  - c. Confirmation that they have the authority of their employer to order such works.
  - d. Company name and address.
  - e. Site address and contact details.
  - f. Contact details of on-site person authorised to accept works each day. Please note that it is the express responsibility of the requesting contracting party to inspect and accept (by means of signature on Magicman portal or paperwork) 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).
  - g. Contact details of the Quantity Surveyor (or other person) responsible for acceptance and payment of the invoices.
  - h. Invoice address.
  - i. Any other requirements of the purchasing company/individual to facilitate payment for works need to be provided at the time of booking and NOT after the event. Any information not requested at time of order subsequently requested or relied upon after contract works completion will not be a valid reason for delay of settlement of invoices.
  - j. Photographs as requested by Magicman.
  - k. Paint colour (RAL) or manufacturers details and sheen (if known).
  - l. Any special texture, design or other finish relevant to the works.
  - m. Any special or peculiar circumstances or limiting factors relevant to the location of the works, their surroundings and the safety of Magic Man Ltd operatives and those in the vicinity.
  - n. Power supply available 240v/110v.
  - o. 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.
  - p. Any restrictions on ventilation or requirement thereof.
  - q. Parking availability (on site / off site).
  - r. Site operating hours.
  - s. Notification of any other condition or pre-requisite for the accurate completion of Method Statements and Risk assessments.
  - t. Site induction times/dates.
9. Failure to comply with clause 8 above places all responsibility of risk and delay with the requesting contracting party.
10. Magicman do not agree to acceptance of any documentation or reference to documentation not supplied and agreed prior to attendance.
11. 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.
12. Construction Industry Scheme – Magicman is paid Gross under this scheme and our Unique Taxpayer Reference (UTR) will be supplied upon request.
13. For all customers, Magicman assume that you are the end user for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services. Magicman will issue you with a normal VAT invoice, with VAT charged at the appropriate rate. We will not account for the reverse charge. Only with a valid VAT, CIS number and a statement confirming that you are not the end user, will Magicman invoice in line with Reverse VAT Charging.
14. C.I.T.B – Magic Man Ltd 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.
15. Failure to gain safe access to the contract works on the day of booking will be deemed an “abortive visit” and will be charged for in full.
16. 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 full charge will stand.
17. 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.
18. 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.
19. 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.
20. 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; FULL charge for abortive visit will be made. (Magicman, at additional cost, offer a colour matching service by either a visit or match to sample provided by client.)
21. 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.
22. All estimates, costs and invoices are stated in United Kingdom Pounds Sterling (EUK).
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 2% above the base rate of the bank of England.

Signed by: Mark Henderson CEO



Date: 27.10.2023

Prepared By	Reviewed By	Approved By	Version 1
Susie Wall	Poppy Henderson	Mark Henderson	October 2023