

OLLYWOOD LTD

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TERMS AND CONDITIONS OF BUSINESS

Shopfitting & Commercial Fit-Out Services — Business to Business

Version 3.0 — Effective 21 May 2026

Applies to all existing and new projects
from 21 May 2026

IMPORTANT — BINDING TERMS: These Terms and Conditions apply strictly to business-to-business transactions. They do not apply to consumers. By accepting any quotation or estimate from Ollywood Ltd (whether in writing, verbally, by email, by issuing a purchase order, by paying a deposit, or by permitting works to commence), you confirm that you have read these Terms in full and agree to be bound by them. These Terms are effective from 21 May 2026 and supersede all previous versions on all existing and new projects from that date.

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Registered in England & Wales | Company No. 11962537 | Unit 4 Quay Point, Ocean Way, Cardiff, CF24 5HF

1. Application, Acceptance and Entire Agreement

- 1.1 These Terms and Conditions (“Terms”) apply to the provision of shopfitting, commercial fit-out, and related services and the supply of goods and materials (“Services”) by OLLYWOOD LTD, Unit 4 Quay Point, Ocean Way, Cardiff, CF24 5HF, Company No. 11962537 (“Ollywood Ltd”, “we”, “us”, “our”) to any business customer (“you”, “the Client”).
- 1.2 These Terms apply strictly to business-to-business transactions and do not apply to consumers as defined under the Consumer Rights Act 2015.
- 1.3 A binding contract is formed, and these Terms are accepted in full, when you:
 - (a) Sign and return any quotation, estimate, or project agreement issued by us;
 - (b) Send written or email approval or confirmation of a quotation or estimate;
 - (c) Issue a purchase order referencing or in response to our quotation;
 - (d) Pay all or part of any deposit or advance payment; or
 - (e) Allow, request, or permit us to commence any works, preparation, or procurement.
- 1.4 These Terms, together with our Quotation and any signed project agreement, constitute the entire agreement between the Parties and supersede all prior discussions, representations, warranties, and agreements.
- 1.5 You confirm that you have not relied on any statement or representation not expressly set out in the Agreement.
- 1.6 Any terms or conditions you seek to impose — including any terms on a purchase order or in any other document — are expressly excluded and have no contractual effect, regardless of whether we proceed with the Services.
- 1.7 These Terms may only be amended in writing signed by an authorised representative of both Parties. Verbal amendments have no contractual effect.
- 1.8 Version 3.0 of these Terms is effective from 21 May 2026 and supersedes all previous versions. They apply to all existing and new projects from that date.

2. Interpretation and Definitions

- 2.1 In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

Term	Meaning
"Agreement"	The contract formed between Ollywood Ltd and the Client, comprising the Quotation, the signed project agreement (where applicable), and these Terms and Conditions.
"Agreed Date"	The date on which the Services will commence as confirmed in writing by Ollywood Ltd following receipt of cleared deposit funds.
"Business Day"	Any day other than Saturday, Sunday, or a public holiday in England and Wales on which banks are open for business.

"Client"	The business customer contracting with Ollywood Ltd for the supply of Services. These Terms apply strictly to business-to-business transactions.
"Confidential Information"	Any information disclosed by either Party to the other in connection with the Agreement, whether or not marked as confidential.
"Data Protection Legislation"	UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003, as amended or re-enacted from time to time.
"Deposit"	The non-refundable advance payment required to confirm a booking, as stated in the Quotation.
"Final Fee"	The total of all sums due and payable under the Agreement as shown on the final invoice.
"Force Majeure"	Any event beyond a Party's reasonable control including acts of God, fire, flood, storm, pandemic, industrial action, governmental action, or supply chain disruption.
"Job"	The complete execution of the Services as described in the Quotation and any agreed variation orders.
"Products"	All materials, goods, fixtures, and fittings to be procured and supplied by Ollywood Ltd as part of the Services, unless otherwise agreed.
"Property"	The retail, hospitality, leisure, office, or other commercial premises at which the Services are to be carried out.
"Quotation"	The written quotation issued by Ollywood Ltd setting out the scope, specification, and price of the Services.
"Services"	The shopfitting, commercial fit-out, and related services to be provided by Ollywood Ltd as described in the Quotation.
"Variation"	Any work requested by the Client that falls outside the scope defined in the Quotation.
"Warranty Period"	12 months from the date of practical completion of the Job.
"Work Area"	The part or parts of the Property within which the Services are to be carried out.

2.2 Unless the context otherwise requires: (a) "writing" includes electronic communications; (b) references to statutes include those statutes as amended or re-enacted; (c) references to "Clauses" are to clauses of these Terms; and (d) references to persons include companies and corporations.

2.3 Headings are for convenience only and have no effect on interpretation.

3. Quotation, Contract Formation and Booking Confirmation

3.1 Each quotation we issue is valid for 30 days from the date of issue unless we specify otherwise in writing. We reserve the right to withdraw or revise any quotation before acceptance.

- 3.2** No booking, diary slot, labour allocation, or procurement is confirmed until both: (1) a project agreement has been signed by both Parties (where applicable); and (2) the Deposit has been received and cleared by us. Verbal acceptance or signature alone does not constitute a confirmed booking.
- 3.3** Priority in our diary is allocated strictly in order of receipt of cleared deposit funds. Where two Clients accept quotations on the same day, priority is determined by the order in which deposit funds clear.
- 3.4** We will issue written confirmation of your confirmed start date within 2 Business Days of the Deposit clearing. Until that confirmation is issued, all dates remain provisional and may be reallocated to other Clients.
- 3.5** If the Deposit is not received within 3 Business Days of acceptance, we reserve the right to treat the acceptance as lapsed, release any provisionally held dates, and reissue the quotation at revised rates if our costs have changed.
- 3.6** Receipt of a purchase order does not constitute acceptance of any order by us, nor does it reserve any diary slot or resource.

4. Deposit

- 4.1** A non-refundable Deposit, as stated in the Quotation, is payable before any works, procurement, design, or planning commences. The Deposit is earned by us on receipt and is the mechanism by which we confirm your booking and reserve your place in our diary.
- 4.2** The Deposit is strictly non-refundable in all circumstances, including cancellation or rescheduling by the Client, except where we cancel the project through no fault of the Client as set out in Clause 10.4.

5. Fees, Payment and VAT

- 5.1** All fees are as stated in the Quotation. Unless stated otherwise, fees are calculated on a time and materials basis.
- 5.2** All fees are exclusive of VAT, which will be charged at the prevailing rate and shown separately on each invoice.
- 5.3** You shall also reimburse us for all reasonable and properly incurred expenses including travel beyond the 25-mile radius of the site, parking, accommodation where applicable, and any third-party costs incurred on your behalf.
- 5.4** We invoice in stages as set out in the Quotation or project agreement. Typically: 50% deposit on acceptance; 25% pre-installation; 25% on practical completion.
- 5.5** All invoices are due within 7 Business Days of the invoice date. Time is of the essence in respect of all payment obligations.
- 5.6** You may not withhold, set off, or deduct any sums from amounts due without our prior written consent.
- 5.7** All payments must be made in GBP by bank transfer to the account shown on the invoice. We do not accept cash or cheque unless agreed in writing in advance.
- 5.8** Our standard and out-of-hours hourly rates for additional, variation, and chargeable works are as follows:

Rate Type	Rate (ex VAT)	Minimum Charge
Standard — Mon–Fri, 08:00–18:00	£62.50 per hour	2 hours
Out-of-hours — before 08:00 or after 18:00 Mon–Fri; all day weekends and public holidays	£93.75 per hour (1.5× standard rate)	2 hours
Abortive visit or cancellation of visit with less than 24 hours' notice	Standard or out-of-hours rate as applicable	2 hours + travel
Additional materials not included in original quotation	Cost price + 15% procurement margin	N/A
Travel beyond 25-mile radius of site	HMRC approved mileage rate (45p/mile) + parking and congestion charges	N/A

6. Scope of Works and Variations

- 6.1** The Quotation defines the complete and precise scope of the Services. Nothing outside the Quotation is included in the quoted price.
- 6.2** Any work requested outside the agreed scope is a Variation. We have no obligation to carry out any Variation until it has been agreed in writing and a written variation order has been signed by both Parties.
- 6.3** Verbal instructions, texts, informal emails, or discussions do not constitute agreement to a Variation and have no contractual effect.
- 6.4** All Variations will be priced at the prevailing rates in Clause 5.8 or at a fair and reasonable market rate where not specified.
- 6.5** Where you request changes to the agreed specification after works have commenced, we reserve the right to charge for materials already procured, work already completed, and any losses arising from the change, in addition to the cost of the varied works.

7. Scope Lock and Change Freeze

Once a project agreement has been signed and the Deposit paid, the scope of works, specification, and materials are confirmed and locked. We invest significant time in procurement, planning, and resourcing around the agreed specification. Late scope changes cause real, direct loss to us. You agree to be liable for all resulting costs as set out below.

- 7.1** Where you request a material change to the agreed scope, specification, or materials after the Deposit has been paid and any procurement or preparation has commenced, you shall be liable for:
 - (a)** The full cost of any materials or goods already ordered, whether or not they can be returned;
 - (b)** Any supplier restocking, returns, or cancellation charges;
 - (c)** All labour costs incurred to the point of the requested change; and

- (d) A change management fee of £150 + VAT per change request to cover our administrative costs.
- 7.2 We reserve the right to refuse any change request that is impractical, unsafe, or contrary to our professional standards.
- 7.3 Acceptance of a change request does not extend the agreed programme unless we expressly agree a revised timeline in writing.

8. Services — Ollywood Ltd Obligations

- 8.1 We will carry out a full inspection of the Work Area, and where necessary other parts of the Property, prior to the Agreed Date.
- 8.2 Any sketches, impressions, plans, or diagrams provided by us are for illustrative purposes only. They do not constitute a guarantee of the exact appearance, dimensions, or outcome of the completed works.
- 8.3 The Services will be rendered in accordance with the specification in the accepted Quotation and any project agreement, as may be amended by mutual written agreement.
- 8.4 Unless redecoration is expressly included in the agreed scope, any decoration following completion of the shopfitting works is the Client's sole responsibility.
- 8.5 We will ensure all Products used comply with relevant UK standards and are free of defects at the time of installation.
- 8.6 We will render the Services with reasonable care and skill to a standard commensurate with best trade practice, and in compliance with all applicable health and safety requirements and relevant codes of practice.
- 8.7 We will endeavour to ensure that Products match those specified and chosen by the Client. We cannot guarantee absolute consistency due to unavoidable variances in manufacture or the natural characteristics of materials.
- 8.8 We will ensure that, in so far as is reasonably possible, the Services do not cause damage to the Property outside the Work Area. Any such damage will be made good at no additional cost to the Client before completion.
- 8.9 We will properly dispose of all waste arising from the Services.
- 8.10 Prior to completion, we and the Client will work together to produce a snag list identifying any defects requiring rectification. Following practical completion, the Client has 3 Business Days to inspect the completed works and notify us in writing of any defects. We will correct all notified defects at no additional cost.

9. Client Obligations

- 9.1 You are responsible for obtaining all permissions, licences, consents, and approvals required from any third party (including landlords, local authorities, and building control) before works commence. We accept no liability for any delay or loss arising from your failure to do so.
- 9.2 You will ensure we have full, safe, and unobstructed access to the site at all agreed times. You will ensure the site is safe, suitable, and compliant with applicable health and safety requirements before each visit.

- 9.3 You will ensure the Work Area is clear of all furniture, stock, fixtures, and obstructions at least 2 Business Days before the Agreed Date, unless we have agreed otherwise in writing.
- 9.4 You will provide us with access to electrical outlets and a supply of hot and cold running water at the Property.
- 9.5 You will give us at least 24 hours' written notice if you are unable to provide access on any scheduled day. Failure to do so constitutes an abortive visit, chargeable at the applicable hourly rate (minimum 2 hours) plus travel.
- 9.6 Where you provide measurements or site information, you bear full responsibility for accuracy. We accept no liability for additional costs, wasted materials, or rework caused by inaccurate information you have provided.
- 9.7 Your failure to comply with any of the above entitles us to suspend the Services immediately. We accept no liability for any delay, loss, or damage caused by your non-compliance. Any additional costs we incur as a direct result will be charged to you.

10. Cancellation and Rescheduling

- 10.1 You may cancel or reschedule the project at any time before the Agreed Date. The following charges apply and represent genuine pre-estimates of our losses. They are not penalties.

Notice Before Agreed Date	Cancellation by Client	Rescheduling by Client
More than 28 days	Deposit refunded less: (1) all labour costs incurred to date; (2) cost of non-returnable materials; and (3) supplier restocking or cancellation charges. These costs will be calculated and provided to the Client in writing before the cancellation is finalised.	Deposit retained and applied to rescheduled works. Other sums credited less costs incurred as per cancellation column.
7–28 days	Deposit retained in full. Any sums paid above the deposit refunded less costs incurred (labour, non-returnable materials, and restocking charges). Costs provided to Client in writing before cancellation is finalised.	All sums retained and applied to rescheduled works.
3–7 days	Deposit retained in full. All other sums paid are forfeited. 30% of any outstanding balance is immediately due.	All sums forfeited. Full new deposit required for rescheduled works.
Less than 72 hours	100% of full quoted fee immediately due. No refund of any sums paid.	100% of full quoted fee due. No sums count toward any rescheduled works.

- 10.2** Cancellation must be notified in writing to info@ollywoodservices.co.uk. Cancellation is not effective until we confirm receipt in writing.
- 10.3** These charges reflect real costs: the resource we have reserved, procurement we have commenced, planning we have undertaken, and the revenue foregone from turning away other projects during your allocated slot.
- 10.4** We may cancel the project at any time before the Agreed Date if you are in material breach, if you become insolvent, or if Force Majeure prevents us from performing. Where cancellation is not due to your breach or insolvency, we will refund all sums paid except the Deposit.

11. Late Payment and Debt Recovery

BY ENGAGING OLLYWOOD LTD YOU EXPRESSLY AGREE TO THIS POLICY IN FULL. THE CHARGES BELOW ARE GENUINE PRE-ESTIMATES OF OUR LOSSES AND ARE NOT PENALTIES. YOU WAIVE ANY RIGHT TO CHALLENGE THEM AS A PENALTY CLAUSE.

- 11.1** Interest accrues automatically from the day after the due date at 8% per annum above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998, as amended.
- 11.2** We are entitled to claim statutory fixed sum compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 in addition to interest.
- 11.3** The following escalation process applies automatically and without further notice once triggered:

Stage	Trigger	Action / Charge
1	Invoice issued	Payment due within 7 Business Days of invoice date
2	Overdue — day 8 onwards	Interest accrues automatically at 8% p.a. above Bank of England base rate (Late Payment of Commercial Debts Act 1998)
3	No payment and no meaningful response within 7 days of a single written chase	Automatic referral to debt collection. Administration fee of £125 + VAT added to outstanding balance.
4	Debt collection instructed	Enforcement and recovery surcharge of 12% of total project value added to outstanding balance.
5	Continued non-payment	County Court proceedings and/or statutory demand. All legal costs sought on indemnity basis.

- 11.4** An invoice is considered 'chased' when we have sent a single written communication by email or letter. We are not required to make multiple attempts before escalating.
- 11.5** A 'meaningful response' requires a commitment to pay by a specific date, or a substantive written dispute. Acknowledgements, 'will chase internally', or silence do not qualify.
- 11.6** Upon referral to our debt collection company: (a) an administration fee of £125 + VAT is added to the outstanding balance immediately; (b) an enforcement and recovery surcharge of 12% of the total project value is added to the outstanding balance; and (c) all accrued interest is crystallised and added to the balance. You are responsible for all debt recovery costs, legal fees on an indemnity basis, court fees, and enforcement costs.
- 11.7** Referral to debt collection does not prevent us from commencing County Court proceedings simultaneously or subsequently.
- 11.8** We reserve the right to report persistent non-payment to credit reference agencies.
- 11.9** If you dispute any invoice in good faith, you must notify us in writing within 3 Business Days of receipt, specifying the item disputed and grounds. Dispute of part of an invoice does not entitle you to withhold the undisputed portion. Failure to raise a dispute within 3 Business Days is deemed acceptance of the invoice in full.

12. Title, Risk and Retention of Title

- 12.1** Risk in all goods and materials passes to you upon delivery to site.
- 12.2** Legal and beneficial title to all goods and materials supplied by us remains with us until full and cleared payment of all sums due has been received.
- 12.3** Until title passes, you shall hold the goods as bailee for us, shall not sell, dispose of, or encumber them, and shall allow us access to recover them if required.
- 12.4** We reserve the right to repossess goods where title has not passed due to non-payment, without prejudice to any other remedy.

13. Suspension of Services

- 13.1** We may suspend the Services immediately if: (a) any payment is overdue by more than 2 Business Days; (b) the site is not safe, clear, or accessible; (c) you have failed to provide instructions, information, or approvals necessary to progress the works; or (d) we have reasonable grounds to believe the project will not be paid for in full.
- 13.2** Suspension does not affect your obligation to pay all sums due and does not constitute a breach by us.
- 13.3** All additional costs of suspension, demobilisation, remobilisation, storage of materials, and recommencement shall be borne by you.

14. Liability, Indemnity and Insurance

- 14.1** We will maintain suitable and valid insurance at all times, including public liability insurance.
- 14.2** Our total aggregate liability to you under or in connection with the Agreement (whether in contract, tort, or otherwise) shall not exceed the total fees paid to us under the relevant project.

- 14.3** We shall not be liable for any indirect, consequential, or special loss, including loss of profit, revenue, business, goodwill, anticipated savings, or loss of use of the premises or any part thereof.
- 14.4** Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any liability that cannot be excluded by applicable law.
- 14.5** We are not liable for any loss or damage resulting from your failure to follow our instructions, or for defects caused by work of any third-party contractor not directly engaged by us.
- 14.6** You shall indemnify and hold harmless Ollywood Ltd, its directors, employees, and sub-contractors against all claims, damages, losses, costs (including legal costs on an indemnity basis), and expenses arising from or in connection with: (a) your breach of any obligation under the Agreement; (b) your failure to obtain required permissions or approvals; (c) damage to our equipment, tools, or property caused by you or your agents; or (d) any third-party claim arising from your acts or omissions.

15. Intellectual Property

- 15.1** All intellectual property rights in designs, drawings, plans, specifications, and other materials created by us in connection with the Services remain our property at all times.
- 15.2** Upon receipt of full and cleared payment of all sums due, you receive a non-exclusive, non-transferable licence to use the deliverables solely for the agreed project at the specified Property.
- 15.3** You may not reproduce, share, adapt, or use our designs for any other purpose or project without our prior written consent.

16. Data Protection

- 16.1** Each Party shall comply with its obligations under the Data Protection Legislation.
- 16.2** To the extent we process personal data on your behalf in providing the Services, we shall: (a) process it only for the purpose of providing the Services; (b) implement appropriate technical and organisational security measures; (c) not transfer it outside the UK without appropriate safeguards; and (d) not retain it longer than necessary.
- 16.3** Our full Privacy Notice is available at www.ollywoodservices.co.uk or on request.

17. Confidentiality

- 17.1** Each Party shall, during the Agreement and for 3 years after its termination, keep confidential all Confidential Information of the other Party and not use it for any purpose other than as contemplated by the Agreement.
- 17.2** Either Party may disclose Confidential Information to sub-contractors or regulatory bodies to the extent necessary for the purposes of the Agreement or as required by law, provided the recipient is first informed of its confidential nature.
- 17.3** The obligations in this Clause survive termination of the Agreement.

18. Force Majeure

- 18.1 Neither Party shall be liable for any failure or delay caused by a Force Majeure event. The affected Party shall notify the other in writing as soon as reasonably practicable, providing details and an estimated duration.
- 18.2 If a Force Majeure event continues for more than 90 days, either Party may terminate the Agreement on written notice. You shall pay for all Services completed to the date of termination. The Deposit is non-refundable.

19. Termination

- 19.1 Either Party may terminate the Agreement immediately by written notice if the other Party: (a) fails to pay any sum due within 7 Business Days of the due date; (b) commits a material breach and fails to remedy it within 7 Business Days of written notice; (c) becomes insolvent, enters administration, or is subject to a winding-up petition; or (d) ceases or threatens to cease business.
- 19.2 Where we terminate due to your breach or insolvency, we retain all sums paid and may claim all sums due to the date of termination plus losses arising from the termination.
- 19.3 Termination does not affect any accrued rights, claims, or remedies of either Party.

20. Effects of Termination

- 20.1 On termination for any reason, all sums due become immediately payable.
- 20.2 All Clauses which by their nature survive termination shall remain in full force and effect.
- 20.3 Each Party shall immediately cease to use the other Party's Confidential Information and return all related documents.

21. Subcontracting and Assignment

- 21.1 We may subcontract any part of the Services to suitably qualified sub-contractors without your prior consent. We remain responsible for the acts and omissions of our sub-contractors.
- 21.2 We may assign this Agreement to any group company, successor entity, or purchaser of our business without your consent, provided your position is not materially prejudiced.
- 21.3 You may not assign, transfer, or otherwise deal with your rights or obligations under this Agreement without our prior written consent.

22–31. General Provisions

- 22. No Waiver: No failure or delay by either Party in exercising any right constitutes a waiver of that right. No waiver of a breach constitutes a waiver of any subsequent breach.
- 23. Further Assurance: Each Party shall execute all further documents and do all things necessary to give full effect to the Agreement.

24. **Costs:** Subject to any contrary provisions, each Party pays its own costs of negotiating, preparing, and executing the Agreement.
25. **Set-Off:** Neither Party may set off any sums from payments due without the other Party's prior written consent.
26. **Relationship:** Nothing in the Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties.
27. **Third Party Rights:** The Agreement does not confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999.
28. **Notices:** All notices must be in writing. Notices to us must be sent to info@ollywoodservices.co.uk or Unit 4 Quay Point, Ocean Way, Cardiff, CF24 5HF. Email notices are deemed received the next Business Day.
29. **Entire Agreement:** These Terms and the Quotation constitute the entire agreement and supersede all prior representations and agreements.
30. **Severability:** If any provision is found invalid or unenforceable, it shall be severed and the remainder shall continue in full force and effect.
31. **Governing Law and Jurisdiction:** The Agreement is governed by the laws of England and Wales. The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

APPENDIX A

GUARANTEE, WARRANTY AND CALLOUT TERMS

A1. Warranty Coverage

- A1.1 We warrant that all work and materials supplied by us as part of the Services will be free from defects in workmanship and materials for 12 months from the date of practical completion ("Warranty Period").
- A1.2 If a covered defect arises and is reported within the Warranty Period in accordance with Clause A3, we will rectify it at no additional cost, including all labour, materials, and travel.
- A1.3 Following practical completion, you have 3 Business Days to inspect the completed works and report defects in writing. We will correct all notified defects at no cost.

A2. Warranty Exclusions

The following are expressly excluded from warranty coverage:

Exclusion	Detail
Client / Public Damage	Any defect, breakage, or deterioration caused by the Client, their staff, customers, tenants, or members of the public.
Third-Party Works	Defects arising from work carried out by any contractor not directly engaged by Ollywood Ltd as a sub-contractor.

Wear & Tear	Normal and expected deterioration consistent with the age and intended use of the installed items.
Improper Maintenance	Failure to maintain installed items in accordance with manufacturer or Ollywood Ltd written instructions.
Misuse	Use of installed fixtures, fittings, or systems outside their intended purpose or designed capacity.
Client-Supplied Materials	Defects in products, fixtures, or fittings supplied by the Client rather than by Ollywood Ltd.
Natural Variation	Colour, grain, or texture variation inherent in natural materials (timber, stone, etc.) or arising from manufacturing tolerances.

A3. Reporting Defects and Callout Requests

To make a warranty claim or request a callout, notify us in writing at info@ollywoodservices.co.uk with: (a) a description of the defect; (b) photographs where practicable; (c) the location within the Property; and (d) your urgency assessment using the priority categories in Clause A4. We will acknowledge within 1 Business Day and confirm whether the matter falls within warranty scope before attendance.

A4. Callout Priority and Response Times

All callouts — warranty or chargeable — are prioritised as follows:

Priority	Description / Examples	Target Response	Target Resolution
URGENT / P1	Complete system failure; structural safety risk; major water ingress; electrical hazard; total loss of trading ability	Within 4 hours	Same day or next Business Day
HIGH / P2	Significant damage affecting trading or customer safety; loss of key fixtures; major lighting or security hardware fault	Within 1 Business Day	Within 3 Business Days
STANDARD / P3	Minor defects, cosmetic faults, or partial system issues not impacting trading or safety; snagging items	Within 3 Business Days	Within 10 Business Days
PLANNED / P4	Scheduled maintenance; minor aesthetic issues; non-urgent replacement of consumable parts within warranted scope	Within 5 Business Days	Within 20 Business Days

Response and resolution times are targets. They may be extended by Force Majeure, unavailability of specialist materials, or restricted site access.

A5. Callout Charges

Where a callout is chargeable (post-Warranty Period, excluded from warranted scope, Client-caused damage, or abortive visit), the following charges apply:

Callout Type	Circumstances	Charge
Warranty Callout	Defect within 12-month Warranty Period and within warranted scope	No charge — labour, materials, and travel included
Out-of-Warranty — Labour	Post-Warranty Period defect, or in-period fault excluded from warranted scope	£62.50 + VAT/hr standard; £93.75 + VAT/hr out-of-hours (1.5×). Minimum 2-hour charge. Workshop to site and back.
Out-of-Warranty — Travel	Out-of-warranty callouts beyond a 25-mile radius of the Property	HMRC approved mileage rate (45p/mile) plus any parking or congestion charges incurred
Out-of-Warranty — Materials	Replacement parts or materials for any out-of-warranty repair	Cost price + 15% procurement margin + VAT. Written estimate provided and agreed before works commence.
Client-Caused Damage	Damage caused by the Client, members of the public, third-party contractors, misuse, or failure to maintain	Charged at standard rates (labour, travel, materials). No warranty applies.
Abortive Callout	Ollywood Ltd attends but cannot access the Property, or Client cancels with less than 24 hours' notice	Minimum 2-hour charge at standard or out-of-hours rate as applicable, plus travel costs

- A5.1** All chargeable callout invoices are due within 7 Business Days and subject to the Late Payment policy in Clause 11 in full.
- A5.2** This warranty is non-transferable and applies only to the Client who contracted with us. It does not pass to any assignee, tenant, or purchaser without our prior written consent.
- A5.3** If the same defect recurs within the Warranty Period following rectification by us, we will investigate the root cause at no additional cost and carry out such further remedial work as is reasonably required.

OLLYWOOD LTD

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Terms and Conditions Version 3.0 — Effective 21 May 2026 — Supersedes all previous versions