Been and Gone Blasting: Vapour Blasting Waiver and Disclaimer

\*\*Client Name:\*\* [Client Name]

\*\*Business Name:\*\* Been and Gone Blasting

\*\*Description of Services:\*\*

Been and Gone Blasting provides parts cleaning and vapour blasting services for various parts as requested by the client, in exchange for monetary goods.

1. \*\*Assumption of Risk:\*\*

 The Client acknowledges and agrees that the vapour blasting process carries inherent risks, including but not limited to the possibility of parts not being completely clean or achieving the desired finish. The Client understands that variations in materials, shapes, and conditions of the parts may affect the outcome of the vapour blasting process.

1. \*\*No Guarantees:\*\*

Been and Gone Blasting makes no guarantees or warranties, express or implied, regarding the cleanliness or finish of the parts after vapour blasting. The Client acknowledges that results may vary and are dependent on numerous factors beyond the control of Been and Gone Blasting.

1. \*\*Limited Liability:\*\*

The Client agrees that Been and Gone Blasting shall not be liable for any damages, including but not limited to loss of value, loss of use, or any direct, indirect, incidental, or consequential damages arising out of or in connection with the vapour blasting services provided, regardless of the cause of action or legal theory.

1. \*\*Release of Claims:\*\*

The Client hereby releases, waives, and discharges Been and Gone Blasting, its employees, agents, and representatives from any and all claims, demands, causes of action, liabilities, damages, or expenses arising out of or in any way related to the vapour blasting services provided.

1. \*\*Indemnification:\*\*

The Client agrees to indemnify and hold harmless Been and Gone Blasting, its employees, agents, and representatives from and against any and all liabilities, damages, losses, expenses, and costs (including reasonable attorneys' fees) arising out of or in connection with any third-party claims related to the vapour blasting services provided to the Client.

1. \*\*Acknowledgment of Understanding:\*\*

The Client acknowledges that they have read and understood this waiver and disclaimer in its entirety and voluntarily agree to its terms and conditions.

By signing below, both parties acknowledge their agreement to the terms and conditions outlined in this waiver and disclaimer.

\*\*Client Signature:\*\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*\*Date:\*\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*Business Representative Signature:\*\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*\*Date:\*\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Been and Gone Blasting: Terms and Conditions of Service

\*\*1. Quotations and Hourly Rate:\*\*

1. Quotations provided by Been and Gone Blasting are given with no obligation nor guarantee.
2. The Client recognizes that the time spent by Been and Gone Blasting or its agents on site and working may vary from the quoted timeframe.
3. The time taken on a part includes the collective hours worked on, including time spent in preparation, time in the blasting machine, and time spent cleaning and returning the part.
4. Multiple agents of the business may be present and working on one part, or the part may be soaking in degreaser, resulting in the chargeable minutes quoted or invoiced being more than the total time the business is on site.
5. Due to the unique nature of each job, it may be challenging to provide a precise time frame before completing the work. For this reason, a test sample may need to be conducted first to properly gauge how long the rest of the job will take. This is a free service and will be covered by the same terms as stated here that apply to all other parts.
6. Once an agreed-upon quote is provided to the Client, it is fixed and will not be subject to additional charges, regardless of any unforeseen circumstances encountered during the course of the work.
7. The services provided by Been and Gone Blasting shall be charged at an hourly rate, as agreed upon between the Client and Been and Gone Blasting prior to the commencement of work.
8. The Client shall be responsible for all costs associated with the services provided, including but not limited to labour, materials, and any additional expenses incurred during the course of the work.
9. Additional services will be charged at the same hourly rate as agreed upon between the Client and Been and Gone Blasting prior to the commencement of work. Such as any removal of bolt-on parts, cleaning of gaskets, and de-greasing of the parts required for vapour blasting can be facilitated by Been and Gone Blasting.

\*\*2. Responsibilities of the Business and Media Cleaning:\*\*

1. Prior to commencing work, Been and Gone Blasting will document the condition of the parts to be vapour blasted.
2. This may be in the form of picture to be used for reference or advertisement purposes. Accepting the terms stated means the client gives consent for the pictures taken to be used in this way.
3. a. Been and Gone Blasting will make every reasonable attempt to clean the parts of media residue after vapour blasting.
4. b. However, the Client acknowledges and understands that it is not guaranteed that the parts will be completely free of media residue after the vapour blasting process.
5. The responsibility for ensuring that the parts are free of media residue before assembly ultimately rests with the Client.
6. Been and Gone Blasting shall not be held liable for any damages or losses incurred due to the presence of media residue on the parts after the vapour blasting process.

\*\*3. Payment Terms:\*\*

1. Payment for services rendered shall be made in accordance with the agreed-upon terms between the Client and Been and Gone Blasting.
2. Invoices shall be issued to the Client detailing the services provided, the duration of work in minutes, any extras or additional cost specified, and the total amount due upon request.
3. Payment shall be due on receipt of the finished parts. An invoice is not essential for payment to be made. No credit or late payments are permitted and the client agrees to forfeit the procession of the parts worked on until the balance has been settled.
4. Payment is to be made either by cash or bank transfer on completion.

\*\*4. Liability:\*\*

1. Been and Gone Blasting shall not be liable for any damages, losses, or injuries arising out of or in connection with the services provided, except to the extent caused by the gross negligence or wilful misconduct of Been and Gone Blasting.
2. The Client agrees to indemnify and hold harmless Been and Gone Blasting, its employees, agents, and representatives from any and all liabilities, damages, losses, expenses, and costs arising out of or in connection with the services provided.

\*\*5. Governing Law:\*\*

1. These terms and conditions shall be governed by and construed in accordance with the laws of the United Kingdom.
2. Any disputes arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

\*\*6. Termination of Services:\*\*

1. Either party may terminate the provision of services upon written notice to the other party.
2. In the event of termination, the Client shall be responsible for payment for all services rendered up to the date of termination.
3. By engaging the services of Been and Gone Blasting, the Client acknowledges that they have read, understood, and agreed to abide by these terms and conditions.

\*\*Client Signature:\*\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*\*Date:\*\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*Business Representative Signature:\*\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*\*Date:\*\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_