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## TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of Electrical, Plumbing and Heating Services by **Core Quality Solutions Limited** ("the Trader") to customers who require these services to be provided at their home. Please read them carefully and ensure that you understand and agree to them. If You have any questions, please contact Us.

These Terms and Conditions apply where the customer is a "Consumer" as defined by the Consumer Rights Act 2015.

### 1. Definitions and Interpretation

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

<b>"Agreed Times"</b>	means the times which You and We agree for our Operative(s) to have access to the Property to complete the Job as specified in the Agreement;
<b>"Agreement"</b>	means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions.
<b>"Business"</b>	means any business, trade, craft or profession carried on by You or any other person or organisation;
<b>"Consumer"</b>	means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Electrical, Plumbing or Heating Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>"Deposit"</b>	means the deposit You may be required to pay in accordance with Clause 5;
<b>"Services"</b>	means the services We will provide as specified in the Agreement;
<b>"Operative"</b>	means Us or Our employee who will be responsible for providing the Services;
<b>"Final Fee"</b>	means the total of all sums You must pay which will be shown on the invoice issued in accordance with Clause 6;
<b>"Job"</b>	means the complete performance of the Services;
<b>"Cancellation Form"</b>	means the cancellation form attached with the Agreement;
<b>"Order"</b>	means Your initial request for Us to provide the Services as set out in Clause 4;
<b>"Products"</b>	means the products required for the provision of the Services which We will supply (if any) as specified in the Agreement;
<b>"Property"</b>	means Your home, as detailed in the Order and the Agreement, at which the Job is to take place;
<b>"Quotation"</b>	means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
<b>"Quoted Fee"</b>	means the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 6 of these Terms and Conditions;
<b>"Start Date"</b>	means the date You and We agree on for Us to start providing the Services as specified in the Agreement;
<b>"Visit"</b>	means any occasion, scheduled or otherwise, on which the Operative visits the Property to provide the Services;
<b>"We/Us/Our"</b>	means the Trader and includes all employees, agents and sub-contractors of the Trader; and
<b>"You/Your"</b>	means a Consumer who is a customer of the Trader.

1.2 Each reference in these Terms and Conditions to "writing", and any similar expression, includes electronic communications whether sent by e-mail, text message, fax or other means.

1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include any other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

## **2. Information about Us**

- 2.1 We are a Private Limited Company.
- 2.2 We are registered in England. Registered number: 09518515.
- 2.3 Our registered office is at 3 Five Kilns Court, Plains Avenue, Maidstone, Kent ME15 7AS.
- 2.4 Our VAT number is: 209 6369 88.
- 2.5 Our Services are governed by industry standards and a legal framework. Industry Standards are voluntary codes of practice (rules) written by the industry to which they apply and approved by a nationally recognised body.
- 2.6 We are fully accredited members of the following Competent Persons and Self-Certification Schemes.
  - 2.6.1 NAPIT (National Association of Electrical Inspectors and Testers). Registered number: 31661
  - 2.6.2 GAS SAFE REGISTER. Registered number: 656929
- 2.7 We are a member of TrustMark - Government Endorsed Quality and robust consumer protection scheme. Trustmark license number: 1628911
- 2.8 We are authorised, by the Office for Zero Emission Vehicles (OZEV), to install electric vehicle charging points under the Electric Vehicle Homecharge Scheme (EVHS). Installer number: EVHS 5296
- 2.9 We are registered with the Environment Agency as an Upper Tier Waste Carrier, Broker and Dealer. Registered number: CBDU380843
- 2.10 We are insured with Hiscox Underwriting Limited. Policy number: 8133261
  - Public Liability indemnity limit £5,000,000
  - Professional Indemnity limit £500,000.

## **3. Communication and Contact Details**

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by phone at 01622 434507 or by email at [enquiries@corequalitysolutions.co.uk](mailto:enquiries@corequalitysolutions.co.uk).
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
  - 3.2.1 contact Us by email at [enquiries@corequalitysolutions.co.uk](mailto:enquiries@corequalitysolutions.co.uk); or
  - 3.2.2 contact Us by pre-paid post at Core Quality Solutions Ltd, 3 Five Kilns Court, Plains Avenue, Maidstone, Kent ME15 7AS.

## **4. Quotations**

- 4.1 You may make changes to a Quotation before accepting it.
- 4.2 You may accept a Quotation by signing and dating a copy of it and returning it to Us within 30 days after the date We issue the Quotation.
- 4.3 When (but not before) You have returned the Quotation, signed and dated, and You have paid the Deposit, a legally binding contract between You and Us will be created for Us to provide the Specified Services and for You to pay for them. We will then attach the signed Agreement and complete any blanks in the Agreement in accordance with the Quotation.
- 4.4 If you wish to change your Order after accepting the Quotation, please contact Us and We will tell you whether or not the change can be accommodated, along with any changes to the fees payable as a result. If we cannot accommodate the changes or the changes to the fees or other matters are not acceptable to you, you may cancel in accordance with Clause 14 and/or 15.

## **5. Deposit**

- 5.1 At the time of accepting the Quotation or not more than 7 calendar days thereafter, depending on the nature of the work and any specialist Products required in advance, You may be required to pay Us a Deposit. The Deposit will be 25% of the quoted fee. We will not confirm an Order until the Deposit is paid in full.
- 5.2 If you cancel Our Services, We may retain some or all of the Deposit as set out in Clauses 14, 15 and 16.

## **6. Fees and Payment**

- 6.1 The Quoted Fee will include the price payable for the Specified Services and for the estimated Products required.
- 6.2 We will where reasonably possible use only the Products (and quantities of Products) set out in the Quotation and the Agreement; however, if additional Products are required, We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum, will keep You informed at all times, and will not proceed without your agreement.
- 6.3 If the price of Products or services increases during the period between Your acceptance of the Quotation and the Start Date, We will inform You of the increase and of any difference in the Final Fee. If You do not wish to accept the increase, You may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.
- 6.4 We will bring to Your attention as soon as possible and discuss with You Your options regarding any faults or issues uncovered with the existing installation should this occur as work progresses. Any remedial works required to allow the satisfactory completion of Our scheduled works, We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum, will keep You informed at all times, and will not proceed without your agreement.
- 6.5 Parking, congestion, toll and similar charges will be added to Our invoice where applicable.
- 6.6 The Quoted Fee and the Final Fee are inclusive of VAT. If the rate of VAT changes We will adjust the amount of VAT that You must pay.
- 6.7 We will invoice You when the Job has been completed.
- 6.8 Payments may be broken down and invoiced in stages on bigger jobs, i.e. first fix, second fix, commissioning, handover, as detailed in the Agreement.
- 6.9 You must pay any invoice upon its presentation and in any event within 7 calendar days of receiving it.
- 6.10 We accept the following methods of payment:
  - 6.10.1 BACS online banking
  - 6.10.2 Debit or Credit Card
  - 6.10.3 Cheques or Cash
- 6.11 If You do not pay an invoice by the due date, We may charge You interest on the overdue sum at the rate of 8% above the base rate of the Bank of England from time to time until payment is made in full. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 6.12 If You have promptly contacted Us to dispute an invoice in good faith, We will not charge interest while such a dispute is ongoing.

## **7. Our Services**

- 7.1 We will provide Our Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time).
- 7.2 We may provide sketches, plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 7.3 We will use reasonable endeavours to ensure that the Products We use match those chosen by You and are consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the same Products as a result of differences between photographs, catalogues and other materials, and the Products themselves, or as a result of minor technical changes which will not impact your use of the Product in question. Product packaging may also vary. If different Products are required due to non-availability, We will not supply them without consulting with You first, in advance of the Job. If You do not wish to accept the alternative Products, You may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.
- 7.4 We will ensure that Our Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 7.5 We will ensure that We comply with all relevant codes of practice.
- 7.6 We will properly dispose of all waste that results from the provision of Our Services.
- 7.7 Where a Job is to last for more than one working day, Our Operative(s) will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We will wherever possible store all tools and materials only in areas where work is being carried out or remove them from the Property at the end of each working day.

## **8. Site Specific Services**

- 8.1 Where carpets or similar floor coverings are lifted by Us, every effort will be made by Us to avoid causing damage and to refit same to an acceptable standard. Where a professional carpet fitter is required, the cost for this is excluded from the contract sum.

- 8.2 The filling of chases cut in walls, floors and ceilings is excluded from our scope of works.
- 8.3 Repairs to surfaces following the removal of existing accessories either for inspection or replacement is excluded from our scope of works.
- 8.4 Repairs to decorative finishes such as covings or similar mouldings is excluded from our scope of works.
- 8.5 The drilling of brickwork may sometimes cause the brick face to blow (break away). If this occurs, We will always aim to provide a suitable aesthetic solution, such as a cover plate or making good.
- 8.6 Every effort will be made to minimise dust. However, sensitive or valuable items should be removed from the area and covered by You to your own satisfaction before We commence Our works.
- 8.7 Basic tidying and vacuuming will be carried out by Us at the end of the job or each working day. Any additional wiping down, especially of food preparation areas should be undertaken by You once the site has been vacated.
- 8.8 Where access to your loft space is required, it is Your responsibility to ensure the area is cleared and any floorboards removed in advance to allow reasonable access for Our Operative(s) to perform their work.
- 8.9 Should any furniture or equipment belonging to You require moving by our Operative(s), no responsibility is accepted for accidental damage and You may be charged for any additional time incurred by Us.
- 8.10 Should it not be possible or practical to move furniture, equipment or other obstruction(s) due to its fragility, weight or any other significant factor, then it may become necessary to postpone or abandon the proposed scope of works without notice.
- 8.11 We reserve the right to stop working in any areas that are found to be contaminated with vermin and or animal faeces.
- 8.12 Power supplies may be interrupted at any time and for prolonged periods. Sensitive equipment and appliances should be brought to Our attention and taken offline before work commences. Similarly, You are responsible for checking equipment is working correctly following reinstatement of the power supply. We will not be responsible for any inconsequential loss or damage to Your equipment as a result of a power outage, either deliberate or accidental, whilst undertaking Our Agreed scope of works.
- 8.13 Access equipment for use on site will be provided by Us unless it has been otherwise agreed to use Your equipment, such as loft ladders or scaffolding installed by others under a separate contract.
- 8.14 Access equipment provided by others must be fit for purpose and in good serviceable condition. Compliance certificates and licences where applicable shall be made available for Our inspection upon request.
- 8.15 We do not accept responsibility for the service or maintenance of access equipment provided on site for Our use by You or other third parties.
- 8.16 Access equipment provided on site by Us is for Our own use. Any unauthorised use, alteration or interference by others is at the individual's own risk.
- 8.17 Plant and equipment belonging to Us, including portable lighting and extension leads left on site for the benefit of third-party trades must be returned to Us complete, operational, intact and in no worse condition than when supplied. You may be charged for any lost or damaged items of plant and equipment in this respect.
- 8.18 Where practicable it is recommended that our services are booked for a time when other trades are not present in order to avoid logistical issues as well as issues surrounding our need to isolate power which may be required for tools or lighting others may be using.
- 8.19 Electrical Services
  - 8.19.1 The final position of downlights and pendants shall be determined by the joist layout or other unknown obstruction(s) not visually evident during the initial survey.
  - 8.19.2 Light fittings and general wiring accessories supplied by You must conform to current standards, particularly in respect to the proposed location, i.e. bathrooms, wet rooms, external areas and damp environments.
  - 8.19.3 Light fittings supplied by You shall include all necessary lamps.
  - 8.19.4 Light fittings, lamps and general wiring accessories supplied by You must be unpacked by You and checked for damage before handing over to Us for installation. We cannot accept responsibility for any items that were unchecked by You which subsequently show signs of damage or missing component parts.
  - 8.19.5 We reserve the right to refuse the installation of equipment supplied by You that is damaged or fails to meet the required standards.
  - 8.19.6 Wiring accessories such as light switches, socket-outlets and connection units will be finished in white plastic from MK Logic Plus range.
  - 8.19.7 Socket-outlets will be of the type without USB ports are smart technology.
  - 8.19.8 Where it is intended to branch off an existing accessory to provide power to another accessory, the existing accessory and its method of wiring shall be suitable for the purpose without any further alteration.

8.19.9 No guarantee is given for the operation or longevity of smart-home solutions or their ongoing compatibility with third party equipment or services. It is expected that the manufacturer of any 'smart' technology will plan for a long product lifecycle and will keep any associated apps or services up-to-date, secure and operational.

8.19.10 Besides the physical installation and electrical connections, ongoing technical support is not offered for any smart home equipment not supplied by Us.

## **9. Faulty Products**

9.1 If any Products are supplied in the course of Us providing Our Services, and You discover a defect with one or more of those Products, You should inform Us using the contact details above in Clause 3.

9.2 All work that We carry out is covered by Our materials and workmanship guarantee. This guarantee is valid for 12 months from the day that the work is completed.

## **10. Problems with Our Service**

10.1 We always use reasonable efforts to ensure that the provision of Our Services is trouble-free. If, however, there is a problem with Our Services We request that You inform Us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with Our Services as quickly as is reasonably possible and practical.

10.2 We will not charge You for remedying problems under this Clause 10 where the problems have been caused by Us or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work.

10.3 As a consumer, You have certain legal rights with respect to the purchase of goods or services. For full details of your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office.

## **11. Your Obligations**

11.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You must obtain them before We begin to provide Our Services.

11.2 We may ask you to move or remove certain furniture, fixtures and fittings in the Property before we begin work. Unless You and We specifically agree otherwise, this is Your responsibility.

11.3 You will ensure that Our Operative(s) can access the Property at the Agreed Times to provide Our Services.

11.4 You may either give the Operative a set of keys to the Property or be present at the Agreed Times to give the Operative access. We promise that all keys will be kept safely and securely by the Operative.

11.5 If You do not provide the required access to the Property or make it impossible for Us to provide Our Services by failing to comply with any other provision in this Clause 11, and do not have a good reason for this, We may invoice you for any additional charges incurred as a result.

11.6 You must ensure that the Operative(s) has access to electrical outlets and basic welfare facilities including a supply of hot and cold running water and working toilet facilities.

## **12. Complaints and Feedback**

12.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

12.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available upon request.

12.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:

12.3.1 In writing, addressed to the Site Services Manager, Core Quality Solutions Limited, 3 Five Kilns Court, Plains Avenue, Maidstone, Kent ME15 7AS

12.3.2 By email, addressed to the Site Services Manager, [enquiries@corequalitysolutions.co.uk](mailto:enquiries@corequalitysolutions.co.uk)

12.3.3 Using Our complaints form, following the instructions included with the form.

12.3.4 By contacting Us by telephone on 01622 434507

## **13. Changing the Start Date**

13.1 If You ask Us to change the Start Date:

13.1.1 We will where reasonably possible agree a revised Start Date with You.

13.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 16).

13.2 If We ask You to change the Start Date, You may either:

13.2.1 agree a revised Start Date with Us; or

13.2.2 terminate the Agreement (see Clause 16).

#### **14. Cancellation of Contract During the Cooling Off Period**

- 14.1 Where the Agreement is not made “on Our premises”, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed and ends at the end of 14 calendar days after the date on which the contract is formed.
- 14.2 If You wish to cancel the Agreement within the cooling off period You should inform Us immediately by a clear statement (e.g. a letter sent by post, fax or email to the postal address, fax number or email address specified in these Terms and Conditions). You may use the Cancellation Form, but You do not have to.
- 14.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 14.4 If You exercise this right to cancel You will receive a full refund of any amount paid to the Us in respect of the contract (including, but not limited to, the Deposit, where applicable).
- 14.5 We will refund money using the same method used to make the payment unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 14.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 calendar days after the day on which We are informed of the cancellation.
- 14.7 If the Start Date falls within the cooling off period You must make an express request for provision of Our Services to begin within the 14 calendar day cooling off period. This request forms a normal part of the ordering process. By making such a request You acknowledge and agree to the following:
  - 14.7.1 If the Job is completed within the 14 calendar day cooling off period, You will lose the right to cancel once the Job is completed.
  - 14.7.2 If You cancel the Agreement after provision of Our Services has begun You will be required to pay for Our Services and any Products that cannot be returned to Us supplied up until the point at which You inform Us of Your wish to cancel.
  - 14.7.3 The amount due will be calculated in proportion to the full price of Our Services and the actual Services already provided. Any sums that have already been paid for Our Services will be refunded subject to deductions calculated on this basis.
  - 14.7.4 We will process any refund as soon as reasonably possible, and in any event within 14 calendar days after You inform Us of Your wish to cancel.
- 14.8 Clause 15 applies to termination of the Agreement after the 14 calendar day cooling off period has elapsed.

#### **15. Cancellation Outside of the Cooling Off Period**

- 15.1 In addition to Your rights in Clause 14 relating to the cooling off period, You may terminate the Agreement (i.e. cancel the Job) at any time before the Start Date (if relevant):
  - 15.1.1 If You cancel the Job after the 14 calendar day cooling off period has expired (or where it does not apply) and more than 7 calendar days before the Start Date, We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
  - 15.1.2 If You cancel the Job after the 14 calendar day cooling off period has expired (or where it does not apply) and less than 7 calendar days before the Start Date, We will retain from the Deposit, if applicable, a sum to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit (and/or if no Deposit has been paid), We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.
- 15.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

#### **16. Termination**

- 16.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:
  - 16.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 7 calendar days of You asking Us in writing to do so.
  - 16.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets.
  - 16.1.3 You and We have been unable to agree a revised Start Date or You elect to terminate the Agreement under Clause 13.
  - 16.1.4 We are unable to provide Our Services due to an event outside of Our control (see Clause 18).
- 16.2 We may terminate the Agreement with immediate effect by giving You written notice if:
  - 16.2.1 You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.11).

- 16.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 7 calendar days of Us asking You in writing to do so, or
  - 16.2.3 You and We have been unable to agree a revised Start Date under Clause 13.
  - 16.2.4 You do not provide the Operative with access to the Property or otherwise make it impossible for our Operative to provide the Services, and We have been unable to contact You to re-arrange the Services under sub-Clause 11.5.
  - 16.2.5 We have been unable to provide the Services for more than 4 weeks due to an event outside of Our control (see Clause 18).
  - 16.2.6 We discover or suspect the presence of asbestos at Your Property (see Clause 23).
- 16.3 For the purposes of this Clause 16 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 16.4 If at the termination date:
- 16.4.1 You have made any payment to Us (including, but not limited to, the Deposit, where applicable) for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs We will incur as a result of your breaking the Agreement if We terminate it under sub-Clauses 16.2.1, 16.2.2, or 16.2.4.
  - 16.4.2 We have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

## **17. Effects of Termination**

- 17.1 If the Agreement is terminated for any reason:
- 17.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.
  - 17.1.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

## **18. Events Outside of Our Control (Force Majeure)**

- 18.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control .
- 18.2 If any event described under this Clause 18 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 18.2.1 We will inform You as soon as is reasonably possible.
  - 18.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly.
  - 18.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Our Services, as necessary.
  - 18.2.4 You or We may terminate the Agreement (see Clause 16).

## **19. Liability**

- 19.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 19.2 We will maintain suitable and valid insurance including public liability insurance.
- 19.3 We provide Our Services for domestic and private purposes only. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 19.4 If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing Our Services.
- 19.5 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Operative.

- 19.6 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 19.7 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## **20. How We Use Your Personal Data (Data Protection)**

We will only use Your personal data as set out in Our Privacy Policy available from Us upon request.

## **21. Other Important Terms**

- 21.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 21.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs, We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 21.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 21.4 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 21.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 21.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

## **22. Construction (Design and Management) Regulations 2015 (CDM 2015)**

- 22.1 The (CDM) Regulations now include works carried out for domestic clients. Under the new rules we automatically have a legal responsibility to take control of the project if it is a single contract project. For multi-contractor projects the domestic client must appoint a principal designer and principal contractor. More advice on domestic client role and responsibilities can be found at [www.hse.gov.uk/construction/cdm/2015/domestic-clients.htm](http://www.hse.gov.uk/construction/cdm/2015/domestic-clients.htm)

## **23. Asbestos**

- 23.1 Homes built before the 1980s may contain asbestos possibly hiding in cement, floor tiles, insulation, walls, ceilings and pipes. If Our Operative(s) discover or find something at Your Property that they suspect might be asbestos, they will stop work and report this to You immediately.
- 23.2 If the presence of asbestos is discovered or suspected at Your Property, we reserve the right to postpone or terminate Our Services (see Clause 16.2.6).

## **24. Regulations and Information**

- 24.1 We are required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before You have accepted the Quotation and the Agreement has been signed) except where that information is already apparent from the context of the transaction. We have included the information itself either in the Agreement or Quotation for You to see, or We will make it available to You before the Agreement is signed and you accept the Quotation. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.
- 24.2 As required by the Regulations:
- 24.2.1 all of the information described in sub-Clause 24.1; and
  - 24.2.2 any other information which We give to You about Our Services, or about Us or Our business which you take into consideration when deciding to accept the Quotation and sign the Agreement, or when making any other decision about our Services, will be a part of the terms of Our contract with You as a Consumer.

## **25. Law and Jurisdiction**

- 25.1 These Terms and Conditions, the Agreement, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 25.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 25.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 25.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Agreement, or the relationship between You and Us (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.