

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of home maintenance services, hereinafter referred to as the “Services”, by 456fix Limited registered in England under company number 12115801 whose registered address is The Mansion House, Wrest Park, Silsoe, Bedfordshire MK45 4HR (“the Company”) to customers.

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:

- “Additional Fee”** means, if relevant, the final sums payable above and beyond the Quoted Fee. An Additional Fee invoice will be issued in accordance with Clause 4 of these Terms and Conditions;
- “Agreed Times”** means the times which You and We agree for the Tradesperson to have access to the Property to complete the Job;
- “Agreement”** means the contract into which You and We will enter if You accept the Quotation and pay the Quoted Fee as specified within that Quotation. Such a contract will be in accordance with and subject to these Terms and Conditions;
- “Business”** means any business, trade, craft or profession carried on by You or any other person or organisation;
- “Consumer”** 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 Company who receives Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
- “Job”** means the complete performance of the Services;
- “Order”** means Your initial request for Us to provide the Services as set out in Clause 3;
- “Products”** means, if relevant, the products required for the provision of the Services which We will supply as specified in the Quotation;
- “Property”** means Your home, as detailed in your initial Order and subsequent Quotation, at which the Job is to take place;
- “Quotation”** means the quotation We give to You detailing the services to be provided and the fees payable in accordance with Clauses 3 and 4;
- “Quoted Fee”** means the fee set out in the Quotation according to the actual work undertaken as set out in Clauses 3 and 4 of these Terms and Conditions;
- “Start Date”** means the date You and We agree on for Us to start providing the Services as specified in the Agreement;
- “Services”** means the home maintenance services We will provide as specified in the Quotation;



“Tradesperson”	means Our employee or contractor who will be responsible for providing the Services;
“Visit”	means any occasion, scheduled or otherwise, on which the Tradesperson visits the Property to provide the Services;
“We/Us/Our”	means the Company and includes all employees, agents and sub-contractors of the Company;
“Work Area”	means the part of the Property where the Services are to be provided;
“You/Your”	means a Consumer who is a customer of the Company.

- 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 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 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.6 Words signifying the singular number will include the plural and vice versa.

2. Communication and Contact Details

- 2.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 01525 659065 or by email at marc@456fix.co.uk
- 2.2 As specified in these Terms and Conditions, in certain circumstances You must contact Us in writing. When contacting Us in writing You may use the following methods:
 - 2.2.1 contact Us by email at marc@456fix.co.uk; or
 - 2.2.2 contact Us by pre-paid post for the attention of Marc Frost, The Mansion House, Wrest Park, Silsoe, Bedfordshire, MK45 4HR.

3. Orders

- 3.1 We accept orders for Services via telephone or email.
- 3.2 When placing an Order You should set out, in detail, the Services required. Details required include the type(s) of work required, and the number and type of rooms in which work is required. You should provide all relevant information to us to be able to formulate an accurate Quotation for You.
- 3.3 Once the Order has been received We will prepare a Quotation and send it to You by email or, if specifically requested, by post. The Quotation will set out the Quoted Fee payable (see Clauses 4 and 5).
- 3.4 If We cannot accept your Order, We will inform you of this in writing.
- 3.5 You may make changes to the Order and Quotation before accepting it.
- 3.6 You may accept a Quotation by email within 7 calendar days after the date We issue the Quotation.
- 3.7 When (but not before) You have agreed to the Quotation and You have paid the Quoted Fee, a legally binding contract between You and Us will be created for Us to provide the Services and for You to pay for them.



- 3.8 If you wish to change your Order after accepting the Quotation, please contact Us and We will endeavour to accommodate the change, 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 11 and/or 12.

4. Fees and Payment

- 4.1 The Quoted Fee will include the price payable for the Services and for the estimated Products required. The Quoted Fee will be invoiced to You and is payable by BACS at the time of booking dates for the Job.
- 4.2 Where reasonably possible, We will use only the Products (and quantities of Products) set out in the Quotation. We will keep any increases to a necessary minimum and keep You informed at all times, and will not proceed without your agreement.
- 4.3 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 if we need to apply this increase for commercial reasons and the impact on the Quoted Fee. If You do not wish to accept the increase, You may cancel and receive a full refund of all sums paid.
- 4.4 In certain circumstances, We may be required to issue a further invoice in addition to the Quotation Fee. This Additional Fee may be required on occasions where:
- 4.4.1 Additional Products are required which were not foreseen at the time of the Quotation. It may be that the Products are required in greater quantities or of a different type; or
- 4.4.2 We would not be able to carry out the Services in a satisfactory manner in accordance with Sub-Clause 5.6 unless We were to remedy underlying or related matters which were not known at the time of the Quotation.
- In the event of either 4.4.1 or 4.4.2 should the Additional Fee amount to more than £100 excluding VAT We shall seek agreement from You prior to continuing the Services. If You wish to be informed of any likely Additional Fees below this threshold then you must inform us of your express wishes in this regard.
- 4.5 An Additional Fee invoice is payable within 5 days from receipt.
- 4.6 The Quoted Fee and any Additional Fee (where relevant) will incur VAT. If the rate of VAT changes We will adjust the amount of VAT that You must pay.
- 4.7 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 Bank of England until payment is made in full. Interest will accrue on a daily basis from the due date until the actual date of payment.
- 4.8 If You have promptly contacted Us to dispute an invoice in good faith We will not charge interest while such a dispute is ongoing.

5. Services

- 5.1 If We consider it necessary before We start the Job We will carry out a full inspection of the Property to check that the Services are appropriate for the Property, practical and can be carried out safely.
- 5.2 We will provide the Services in accordance with the specification set out in the accepted Quotation.
- 5.3 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.



- 5.4 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 for sums paid in relation to Products.
- 5.5 We will ensure that all Products comply with any relevant standards and are in a satisfactory condition at the time of use.
- 5.6 We will ensure that the Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 5.7 We will notify You in advance if the work We are doing is likely to affect the Property outside of the Work Area and We will advise You of any remedial work You are likely to have to carry out. If further remedial work is needed, beyond the scope of the advice we gave You, We will carry it out at Our expense.
- 5.8 We will ensure that We comply with all relevant codes of practice.
- 5.9 Please ensure that furniture, flooring and walls in the Work Area that are not being worked on as part of the Job are suitably covered and protected for the duration of the Job.
- 5.10 We will properly dispose of all waste that results from Our provision of the Services.
- 5.11 If We cause any substantial damage during the course of the Job We will repair the damage before completing the Job. Minor marks to decorating are not included.
- 5.12 Where a Job is to last for more than one working day, the Tradesperson 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 the Work Area or remove them from the Property at the end of each working day.
- 5.13 Before the Job is completed We suggest You produce a snag list identifying any faults or defects in Our work which we need to put right before completion of the Job. We will not be responsible for any defects which result from the work of third party contractors over whom We have no control.

6. Faulty Products

- 6.1 If any Products are supplied in the course of Us providing the Services, and You discover a defect with one or more of those Products or if the Product or Products have been incorrectly described, You should inform Us using the contact details above in Clause 2.
- 6.2 If a Product is found to be faulty within the first 30 calendar days, You are entitled, at Your option, to a full refund, to keep the Product(s) at a reduced price, or to a repair or replacement.
- 6.3 After the first 30 calendar days, and for the first six months, We will, at Our option, repair or replace any defective Products or, if a repair or replacement is not practicable or possible, or if a repair or replacement is unsuccessful, You are entitled to a full refund. Alternatively, You may keep the Product(s) at a reduced price. This right may not apply if We can prove that the defect has been caused deliberately or negligently by You, or as a result of Your failure to follow instructions given by the Tradesperson or as included with the Product from the manufacturer.
- 6.4 After the first six months, if any Product develops a fault, You must prove that the



Product in question was faulty at the time We supplied it and You took ownership of it. You may be entitled to a repair or replacement, or to a partial refund for up to six years depending upon the nature of the Product and how long it can reasonably be expected to last.

7. Problems with Our Service

- 7.1 If there is a problem with the result of the Services, i.e. they have not been carried out with reasonable care and skill, You are entitled to ask Us to repeat or fix the service, or to get a price reduction if this is not possible.
- 7.2 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that You inform Us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.
- 7.3 We will not charge You for remedying problems under this Clause 7 where the problems have been caused by Us. 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.
- 7.4 If the Services are not performed in line with information that We have provided about them, You also have the right to request repeat performance or, if that is not possible (or if Our breach concerns information about Us that does not relate to the performance of the Services), You have the right to a reduction in price.
- 7.5 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.
- 7.6 If for any reason We are required to repeat the Services in accordance with Your legal rights, We will not charge You for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full fees payable for the Job and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You.

8. Your Obligations

- 8.1 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 the Services.
- 8.2 If any party wall agreements are needed, You must enter into those agreements before we begin to provide the Services.
- 8.3 You will ensure that the Tradesperson can access the Property at the Agreed Times to provide the Services.
- 8.4 You may either give the Tradesperson a set of keys to the Property or be present at the Agreed Times to give the Tradesperson access. We shall ensure that all keys are kept safely and securely by the Tradesperson.
- 8.5 You must ensure that the Tradesperson has access to electrical outlets and a supply of hot and cold running water.
- 8.6 You must ensure that the Work Area is kept clear of furniture and other items and out of use for the duration of the Job unless We direct otherwise.
- 8.7 If You do access the Work Area at any time during the course of the Job You must



observe all relevant health and safety rules and must comply with any additional instructions the Tradesperson gives You.

- 8.8 Unless redecoration following completion of building work (for instance, carpentry and plastering) forms an agreed part of the Services, You will be responsible for any redecoration required.
- 8.9 If You do not provide the required access to the Property or make it impossible for Us to provide the Services by failing to comply with any other provision in this Clause 8, and do not have a good reason for this, We may invoice you for any additional charges incurred as a result.

9. Complaints and Feedback

- 9.1 We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be time where our customers may not be completely satisfied. To ensure we are able to put things right as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction.
- 9.2 As soon as possible after the completion of the works, and in any event within 24 hours, please inspect the work to ensure everything has been carried out to our usual high standards. In the unlikely event there is anything you are not completely satisfied with, please contact us immediately in order that we can rectify any problems as soon as possible. We aim to respond within 2 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.

10. Changing the Start Date

- 10.1 If You ask Us to change the Start Date:
 - 10.1.1 We will where reasonably possible agree a revised Start Date with You;
 - 10.1.2 If it is not possible to agree a revised Start Date within 30 days We may terminate the Agreement (see Clause 13).
- 10.2 If We ask You to change the Start Date, You may either:
 - 10.2.1 agree a revised Start Date with Us; or
 - 10.2.2 terminate the Agreement (see Clause 13).

11. Cancellation of Contract During the Cooling Off Period

- 11.1 You have a statutory right to a "cooling off" period if you enter into a contract for Services online, by phone or post or anywhere that is not our business premises. This period begins once the contract between You and Us is formed (i.e. once You have paid the Quoted Fee) and ends 14 calendar days thereafter.
- 11.2 If You wish to cancel the Agreement within the cooling off period You should inform Us immediately with a clear written communication to this effect.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.

- 11.7 If you agree to a Start Date within the cooling off period You acknowledge and agree to the following:
- 11.7.1 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;
 - 11.7.2 If You cancel the Agreement after provision of the Services has begun You will be required to pay for the 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;
 - 11.7.3 The amount due will be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services will be refunded, subject to deductions calculated on this basis;
 - 11.7.4 We will process any refund as soon as reasonably practicable and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.

12. Cancellation Outside of the Cooling Off Period

- 12.1 In addition to Your rights in Clause 11 relating to the cooling off period, the following applies to Your termination of the Agreement after the cooling off period and before the Start Date (if relevant):
- 12.1.1 If You cancel the Job after the 14 calendar day cooling off period has expired (or where it does not apply) and more than 72 hours before the Start Date, We will refund the Quoted Fee, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
 - 12.1.2 If You cancel the Job after the 14 calendar day cooling off period has expired (or where it does not apply) and less than 72 hours before the Start Date, We will retain from the Quoted Fee:
 - 12.1.2.1 Where the Quoted Fee for the Job is in excess of £250 plus VAT We shall retain £250 plus VAT; or
 - 12.1.2.2 Where the Quoted Fee for the Job is less than £250 plus VAT We shall retain the full amount of the Quoted Fee for the Job.
 - 12.1.3 Where sums are due to be refunded to you We will refund the balance of the Quoted Fee to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
- 12.2 We reserve the right 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. In any event, We will refund the Quoted Fee and any other sums paid within 14 calendar days of termination.

13. Termination

- 13.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:
- 13.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 14 days of You asking Us in writing to do so;
 - 13.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;



- 13.1.3 You and We have been unable to agree a revised Start Date under Clause 10 or You elect to terminate the Agreement under Clauses 11 or 12;
- 13.1.4 We are unable to provide the Services due to an event outside of Our control (see Clause 15).
- 13.2 We may terminate the contract with immediate effect by giving You written notice if:
 - 13.2.1 You fail to make a payment as required under Clause 4 (this does not affect Our right to charge interest on overdue sums under sub-Clause 4.7);
 - 13.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 14 days of Us asking You in writing to do so; or
 - 13.2.3 You and We have been unable to agree a revised Start Date under Clause 10;
 - 13.2.4 You do not provide the Tradesperson with access to the Property or otherwise make it impossible for the Tradesperson to provide the Services, and We have been unable to contact You to re-arrange the Services under Clause 8;
 - 13.2.5 We have been unable to provide the Services for more than 4 weeks due to an event outside of Our control (see Clause 15).
- 13.3 For the purposes of this Clause 13 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.
- 13.4 If at the termination date:
 - 13.4.1 You have made any payment to Us (including, but not limited to, the Quoted Fee, 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 the amounts as set out in Sub-Clauses 12.1.2.1 and 12.1.1.3.
 - 13.4.2 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 4.

14. Effects of Termination

- 14.1 If the Agreement is terminated for any reason:
 - 14.1.1 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.
 - 14.1.2 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.

15. Events Outside of Our Control (Force Majeure)

- 15.1 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 .
- 15.2 If any event described under this Clause 15 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:



- 15.2.1 We will inform You as soon as is reasonably possible;
- 15.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
- 15.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
- 15.2.4 You or We may terminate the Agreement (see Clause 13).

16. Liability

- 16.1 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.
- 16.2 We will maintain suitable and valid insurance including public liability insurance.
- 16.3 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.
- 16.4 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 the Services.
- 16.5 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 Tradesperson.
- 16.6 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.
- 16.7 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.

17. How We Use Your Personal Data (Data Protection)

We will only use Your personal data as set out in Our Privacy Policy available at www.123floor.co.uk/456.html

18. Other Important Terms

- 18.1 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.
- 18.2 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.
- 18.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission.
- 18.4 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.
- 18.5 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.

- 18.6 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.

19. Regulations and Information

- 19.1 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 except where that information is already apparent from the context of the transaction. We have included the information itself within the Quotation for You to see, or We will make it available to You before the accept the Quotation and pay the Quotation Fee. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

- 19.2 As required by the Regulations:

19.2.1 all of the information described in sub-Clause 20.1; and

19.2.2 any other information which We give to You about the Services, or about Us or Our business which you take into account when deciding to accept the Quotation and pay the Quoted Fee, or when making any other decision about the Services,

will be a part of the terms of Our contract with You as a Consumer.

20. Law and Jurisdiction

- 20.1 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.
- 20.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 20.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 20.3 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.

