

Off-premises (doorstep) terms and conditions for the
supply of services—business-to-consumer

Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the service will start within this time, you may be charged for what you've used.

The Consumer Rights Act 2015 says:

you can ask us to repeat or fix the service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;

if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;

if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

This contract is used for when you and we enter into a contract in your house or work premises. If this is not the case for you, please tell us, so that we can give you a different contract with terms which are more appropriate for you.

In this contract:

'We', 'us' or 'our' means Alan Bramwell Property Maintenance and

'You' or 'your' means the person buying services from us.

If you don't understand any of this contract and want to talk to us about it, please speak with our representative or contact us by:

email *[insert details]* (*[insert details of when emails will be responded to, eg Monday to Saturday: 9am to 6pm]*); or

telephone *[insert details]* (*[insert details of when calls will be answered, eg Monday to Saturday: 9am to 6pm]*). [If you have a hearing or speech impediment you can contact us using a textphone on *[insert details]*.]

Do you need extra help?

If you would like this contract in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this page.

Who are we?

Alan Bramwell Property Maintenance

Address

Telephone number 01629 57961 or 07708557289

Email address is info@brammy.co.uk

Introduction

- (a) If you buy services from us you agree to be legally bound by this contract.
- (b) When buying any services you also agree to be legally bound by:
 - (b.i) extra terms which may add to, or replace some of, this contract. This may happen for, *legal or regulatory reasons*. We will contact you to let you know if we intend to do this by giving you one month's notice. You can end this contract at any time by giving one month's notice if we tell you extra terms apply; and
 - (b.ii) specific terms which apply to certain services. If you want to see these specific terms, please speak with our representative who will tell you when specific terms apply.

All of the above documents form part of this contract as though set out in full here.

Information we give you

- (c) By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, our representative will give you this information on paper before you buy the services from us. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause Error: Reference source not found).

Information we will give you

We will give you information on:

the main characteristics of the services you want to buy

who we are, where we are based and how you can contact us

the total price of the services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)

the arrangements for payment, carrying out the services and the time by which we will carry out the services

how to exercise your right to cancel the contract and the costs of doing so

our complaint handling policy

- (d) The key information we give you by law forms part of this contract (as though it is set out in full here).
- (e) If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

Your privacy and personal information

- (f) Our **Privacy Policy** is available at our offices at
- (g) Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

Ordering services from us

- (h) Below, we set out how a legally binding contract between you and us is made.
- (i) Any quotation given by us before you make an order for services is not a binding offer by us to supply such services.
- (j) When you decide to place an order for services with us, this is when you offer to buy such services from us.
- (k) When you place your order with our representative, they will acknowledge it in person, or if this is not possible, by post telephone or by email. This acknowledgement does not, however, mean that your order has been accepted.
- (l) We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:
 - (l.i) we cannot carry out the services (this may be because, for example, we have a shortage of staff);
 - (l.ii) we cannot authorise your payment;

- (l.iii) you are not allowed to buy the services from us;
- (l.iv) we are not allowed to sell the services to you;
- (l.v) there has been a mistake on the pricing or description of the services.
- (m) We will only accept your order when our representative confirms this to you by in person by post by phone or we will email you to confirm this (**Confirmation Email**). At this point:
 - (m.i) a legally binding contract will be in place between you and us; and
 - (m.ii) we will start to carry out the services in the way you and we have agreed.
- (n) If you are under the age of 18 you may not buy any services from us.

Carrying out of the services

- (o) We must carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, this will be within a reasonable time.
- (p) Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services or complete the services , having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart or complete the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:
 - (p.i) you change the services (and this means we have to do extra work or wait for extra materials);
 - (p.ii) we have to wait for your other providers to complete their work before we are able to carry out the services;
 - (p.iii) materials are not delivered at the time agreed with the supplier of the materials (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);
 - (p.iv) we cannot access the site at the times we agreed with you;
 - (p.v) you have not prepared the site in the way we agreed with you;
 - (p.vi) poor weather conditions.
 - (p.vii) Material we have ordered on your behalf are not available or in short supply whereupon we will try to agree with you alternative materials
- (q) When we carry out the services, we might not have all of the materials we need. This might be for a number of reasons, such as:

- (q.i) we have not provided an estimate to you and cannot work out what materials are necessary until we start carrying out the services;
 - (q.ii) where we have provided an estimate, it might not have been possible to work out what materials we needed at the time we provided the estimate to you and this might only be revealed when we start carrying out the services;
 - (q.iii) whether or not we have provided an estimate, the condition of an item or the area where the services are being carried out might become apparent only when we start carrying out the services and it might not have been possible to establish it until that point.
- (r) If we need to purchase extra materials, we will buy them from a local supplier, where possible. If we cannot do this:
- (r.i) we will order them from elsewhere and return later to continue to carry out the services;
 - (r.ii) we may charge you for any travel time at our standard scale of charges in force at the time of your order We will let you know if we intend to do this;
 - (r.iii) we may charge you for time spent in contacting suppliers We will let you know if we intend to do this. We will not charge you for any time spent in obtaining any wrong materials.

Charges and payment

- (s) We will let you know the basis of calculating the charges for the services and related goods (and any extra charges such as delivery charges) to the fullest extent we can when you place an order with us.
- (t) We charge for our services on an estimates basis. This will be based on our best guess, from our experience, on how much our services will cost. If we can and you ask us for it, we will let you have a number of estimates (eg best case scenario, worst case scenario and likely scenario). We may charge you a lower or higher amount than stated in the estimate. Where we charge you a higher amount, this might occur for a number of reasons, in particular, if what you need us to do changes, or the amount of services you need us to carry out increases or is different from what we and you agreed before we started carrying out the services; or when we carry out the services, it becomes clear the extent of services we will need to carry out is different from what we agreed before we started carrying out the services and we could not have reasonably foreseen this.
- (u) We accept cash, cheques, and payment by BACS Faster Pay of Chaps Payments to the bank details shown on the Invoice
- (v) You will normally be invoiced following completion of the services however we reserve the right to raise interim invoices if the services take more than 14 days

- (w) Payment of any invoices must be made within 14 days
- (x) All payments by credit card or debit card need to be authorised by the relevant card issuer.
- (y) If your payment is not received by us under clause Error: Reference source not found, within 14 days we may charge interest on any balance outstanding at the rate of 4 percentage points per year above Barclays Bank plc's base rate
- (z) The price of the services:
 - (z.i) is in pounds sterling (£)(GBP);
 - (z.ii) includes VAT at the applicable rate;
- (aa) We may at our discretion
 - (aa.i.A) require payment upfront for any services to be provided
 - (aa.i.B) require an on account payment for services rendered or materials ordered
 - (aa.i.C) raised invoices in tranches

If we intend to raise any invoices or require payments as set out in this clause 6.9 we will notify you in writing

Right to cancel this contract

- (ab) You have the right to cancel this contract within 14 days without giving any reason.
- (ac) The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- (ad) To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To [insert the trader's name, geographical address and, where available, telephone number, fax number and email address]:

I/We [] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*/the supply of the following service [*,*

Ordered on [/received on [*,*

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

- (ae) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- (af) We will wait until the 14-day cancellation period in this clause Error: Reference source not found is over before we start to carry out the services, unless:
- (af.i) you want us to carry out the services during the 14-day cancellation period;
- (af.ii) we have agreed to do so; and
- (af.iii) you have signed a written confirmation (a copy of which is set out in the box below) and given it to our representative (if you do this, the written confirmation which you sign will form part of this contract as though set out in full here).

Written confirmation to start carrying out the services within the 14-day cancellation period

Confirmation to start work early:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel the contract within 14 days. This may happen because you change your mind.

By signing this written confirmation and giving it to our representative, you agree that, on your request, we can start to carry out the services during the 14-day cancellation period.

You still have a right to change your mind and cancel the contract during the 14-day cancellation period, however, we will charge you for the cost of the services carried out by us until the time when you tell us that you want to cancel the contract. The amount we charge you will be in proportion to what we have carried out, in comparison with the full coverage of this contract.

You acknowledge, however, that you will lose the right to change your mind and cancel the contract during the 14-day cancellation period once the services have been fully carried out by us. If this happens, we will charge you for the full cost of the services carried out by us.

To [insert the trader's name, geographical address and, where available, fax number and email address]

I/We [] hereby give notice that I/We [*] request you to supply of the following service [*] on the following date [*]*

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s),

Date

[] Delete/ insert details as appropriate*

(ag) You may also cancel this contract up until 7 days prior to the start date we have agreed for the services if you cancel less than 7 days before any start date that has been agreed we will invoice you for

(i). For the cost of any materials

(ii). The costs of any services prior to the date of cancellation

(iii). Any other costs we may have incurred prior to the cancellation

Effects of cancellation

(ah) If you cancel this contract, we will reimburse to you all payments received from you except where we are allowed to keep such payments such as where we have started carrying out the services within the 14-day cancellation period and you have signed our written confirmation to start carrying out the services within the 14-day cancellation period (see clause Error: Reference source not found for more details).

(ai) We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

(aj) We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

(ak) You will be liable to us for if the contract is cancelled

(i). For the cost of any materials

(ii). The costs of any services prior to the date of cancellation

(iii). Any other costs we may have incurred prior to the cancellation

Nature of the services

(al) The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:

(al.i) the services are carried out with reasonable care and skill;

(al.ii) you must pay a reasonable price for the services, and no more if you and we haven't fixed a price for the services; and

- (al.iii) we must carry out the services within a reasonable time if you and we haven't fixed a time for the services to be carried out.

(am)

Faulty services

(an) Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

(an.i) contact us using the contact details at the top of this page; or

(an.ii) visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

(ao) Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

(ap) Please contact us using the contact details at the top of this page, if you want:

(ap.i) us to repeat the services;

(ap.ii) us to fix the services;

(ap.iii) a price reduction; or

(ap.iv) a refund.

End of the contract

(aq) If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

Limit on our responsibility to you

(ar) Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

(ar.i) losses that:

(ar.i.A) were not foreseeable to you and us when the contract was formed;

(ar.i.B) that were not caused by any breach on our part;

(ar.ii) business losses; and

(ar.iii) losses to non-consumers.

Disputes

(as) We will try to resolve any disputes with you quickly and efficiently.

(at) If you are unhappy with:

- (at.i) the services;
- (at.ii) our service to you generally; or
- (at.iii) any other matter,

please contact us as soon as possible.

- (au) If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:
 - (au.i) let you know that we cannot settle the dispute with you; and
 - (au.ii) give you certain information required by law about a alternative dispute resolution provider
- (av) If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.
- (aw) The laws of *England and Wales* will apply to this contract.

Third party rights

- (ax) No one other than a party to this contract has any right to enforce any term of this contract.

15. Materials

- 15.1 if any estimate we provide you with includes the purchase of materials in excess of £200.00 we may request that you make this payment prior to our placing any order
- 15.2 If You decide to purchase materials yourself, we will advise as to the most appropriate materials for the job. If You then choose to purchase alternatives, we shall not be liable for an inferior finish as a result of lower quality or incorrect materials
- 15.3 If any materials to be used in conjunction with the services are delivered to your property the property at which the services are to be provided or at any other address prescribed by you then we will retain ownership of such materials but you will be liable for the condition for such materials and you must insure such materials against loss or damage
- 15.4 Following the completion of the services and payment of any final invoices We will insofar as we are able to assign or procure the assignment to you of any guarantees relating to the materials

16. Warranty

We warrant that the services shall be of satisfactory quality for a period of 12 months following completion of the services and we will repair or replace any defective services arising during that time as a result of faulty workmanship. In the event that we providing PAT testing certificates, We I warrant the safety

of electrical equipment subject to testing on the day of the test only. Your statutory rights in this respect are not affected.

17. Your obligations in relation to the Property

(a) you will ensure that, if advised by us, the work area is free from all carpets, furniture or other obstructions you acknowledge that AB shall not be liable for any damage to such items suffered whilst the services are being carried out as a result of You failing to remove them

(b) You shall co-operate and or procure the Co-operation of any third party with us and any sub-contractors in all matters relating to the services, and shall grant access to your property and other facilities as required by Us, including an electricity supply, running water and WC facilities. If our performance of the Services are prevented or delayed by any act or omission by You, We shall not be liable for any costs or losses howsoever sustained or incurred by You

Signed by <i>[insert name of director or other authorised signatory]</i> for and on behalf of <i>[insert name of company]</i> <i>[signature of director or other authorised signatory]</i> [Director OR Authorised signatory]
Signed by <i>[insert name of individual]</i> <i>[signature of individual]</i>