



## **Terms of Business**

These Terms and Conditions ('Conditions') apply to the services that we, Probate property maintenance, a company registered in England and Wales with company number 09947728, ('We', and 'Us' and 'Our' shall be construed accordingly) provide services to our client, being the person or firm who purchases the services as described in the relevant order ('Client').

### **1. Basis of contracts**

1.1 We shall provide the Client with a quotation for providing services required by the Client ('Services'). Any quotation given by Us shall be valid for 30 business days from its date of issue.

1.2 The quote is based on a visual inspection of the relevant property and on our contractor's opinion of what is reasonably obvious from such inspection.

1.3 Quotations are generally free unless we have to instruct a gas safety engineer to attend or an electrical contractor or similar. If we need to instruct such a contractor, we will inform you in advance and you will be responsible for the relevant cost.

1.4 If the Client accepts the quotation and issues an order ('Order') confirming the Services and the price stated in the quotation or otherwise agreed by Us and the Client for such Services. The Order shall constitute an offer by the Client to purchase Services at such price, and shall be governed by these Conditions.

1.5 When We give the Client written or verbal acceptance that the Order has been accepted, the parties shall be bound by the agreed terms as set out in the Order and these Conditions ('Contract'). These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **2. Supply of Services**

2.1 We shall supply the Services to the Client using reasonable care and skill and in accordance with the Order in all material respects.

2.2 We shall use all reasonable endeavours to meet any performance dates specified in the Order but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

2.3 We will notify the Client where We are required to change the scope of the Services to comply with any applicable law or safety requirement.

2.4 If our contractors have to wait at the relevant Client premises for over thirty minutes for instructions from the Client, waiting time may be charged at cost. If we are asked by the Client to attend a property to meet a tenant and we cannot gain access, an abortive charge may be charged.

2.5 Where as part of our service to the Client we use security guards, the Client acknowledges that they are used as a deterrent and are not empowered to use force but will call the police where necessary.

### **3. Client's obligations**

3.1 The Client shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) provide all assistance reasonably required by Us to enable us to provide the Services; and
- (c) shall provide Us with all necessary information for the provision of the Services which We may reasonably request.

### **4. The Equipment**

4.1 The Client acknowledges that the equipment We hire in relation to the provision of the Services ('Equipment') remains at all times Our (or Our supplier's) property and title and ownership shall not pass to the Client.

4.2 On completion or termination of the Contract for whatever reason, all Equipment in the Client's possession or control shall immediately become due for return to Us. The Client grants, and will ensure that the owner of any relevant third party premises grants, Us and our agents a right enter such premises to recover the Equipment.

4.3 In the event that we are unable to recover the Equipment. The Client shall be responsible to Us for:

- (a) all costs and expenses in respect of rectifying any damage to the Equipment (fair wear and tear excepted) which occurred during the period in which the Equipment was at the Client's risk; and

(b) the reasonable replacement cost in respect of lost or stolen Equipment and/or Equipment which is beyond economic repair and the Client will continue to pay the relevant charges for the Equipment until the replacement cost has been received.

## **5. Charges and payment**

5.1 The charges for the Services (including Equipment hire [and any costs referred to in paragraphs 1.4 and 2.4]) shall be as quoted in the Order or as otherwise agreed by the parties in writing ('Charges').

5.2 If the Client wishes to change the scope of the Services at any time, We shall be entitled to review and revise the Charges and issue an amended quotation for the Services.

5.3 If the Client cancels or withdraws an Order after We have started to provide the Services, or Equipment has been supplied, the Client shall be liable for the Charges incurred by Us or committed to by us (which we cannot cancel) up to termination and shall pay such Charges upon request and in accordance with these Conditions.

5.4 We will invoice the Client on completion of the Services.

5.5 The Client shall pay each invoice submitted by Us within 30 days of the date of the invoice to the account specified on the invoice.

5.6 All amounts payable by the Client under the Contract are exclusive of any value added tax chargeable ('VAT') and the Client will on receipt of a valid VAT invoice pay Us the amount equal to any applicable VAT.

## **6. Termination of contract**

6.1 We have the right to terminate the Contract if the Client commits a material breach of the Contract and fails to remedy that breach within 14 days of that party being notified in writing to do so.

6.2 Without limiting any of Our other rights or remedies, We may suspend provision of the Services under the Contract if the Client fails to pay any amount due under the Contract on the due date for payment.

6.3 On termination of the Contract for whatever reason, the Client shall immediately pay to Us all of Our outstanding unpaid invoices and, in respect of Services supplied but for which no invoice has been submitted, We shall submit an invoice, which shall be payable by the Client immediately on receipt.

6.4 Each party shall keep all information relating to the other, its business and clients confidential during this Contract.

6.5 The Client agrees, during the period in which We provide the Services and for 12 months afterwards, not to approach any of Our contractors engaged in relation to the provision of the Services to the Client in relation to the provision of similar services.

## **7. Liability**

7.1 Nothing in the Contract shall limit or exclude Our liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

7.2 Subject to clause 7.1, We shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (a) loss of profits; (b) loss of sales or business; (c) loss of damage to goodwill; or (d) any indirect or consequential loss.

7.3 Subject to clause 7.1, Our total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Charges paid under the Contract.

7.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

7.5 This clause 6 shall survive termination of the Contract.

## **8. General**

8.1 Save in respect of payment obligations, neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

8.2 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.3 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.

8.4 No one other than a party to the Contract shall have any right to enforce any of its terms.

8.5 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

8.6 In line with [recent] Government guidance, EICR remedials must be carried out within 28 days of an unsatisfactory certificate. We will endeavour to complete works within these timescales where possible, however our ability to do so will depend on the date of instruction, availability of tenants and contractors, authorisation to proceed with proposed works, as well as other external factors beyond our control. Accordingly, other than our responsibility to use reasonable endeavours to complete the relevant works within such 28 day period, we shall have no liability should the works not be so completed.