



## 1. Definitions

In these Terms the following words shall have the following meanings:

<b>The Services</b>	Such services as are agreed in writing between the Customer and Fix and Brush
<b>The Estimate</b>	A written estimate of the works to be undertaken by Fix and Brush for the Customer
<b>Terms &amp; Conditions</b>	These Terms and Conditions
<b>The Customer</b>	The person or persons seeking to engage Fix and Brush to provide the Services
<b>Fix and Brush</b>	Fix and Brush
<b>Fees</b>	The Fees shown in the Estimate
<b>Extras</b>	Any other works which the Customer requested and Fix and Brush have agreed to undertake but are not included in the Estimate

## 2. Basis of Contract

We agree to supply the Customer with the Services set out in the Estimate in accordance with these Terms and Conditions. If the Customer requires any changes, please make sure that they are put in writing to Fix and Brush before commencement of the Services.

## 3. Estimates

Prior to commencement of the works Fix and Brush will provide to the Customer a written Estimate of the Service to be provided and the Fees to be paid by the Customer.

## 4. Deposits

On Services for which the Fees are over £500 Fix and Brush will require the payment of a Deposit being 25% of the Fees.

4.1 This payment will be due on the first day that Fix and Brush commence the Services

4.2 A further 25% will be payable once the Services are 50% completed

## **5. Customer Obligations and Warranties**

5.1 The Customer warrants that:

5.1.1 They are

5.1.1.1 either the owner of the premises in which the Services will take place; or

5.1.1.2 entitled to commission the Services without the consent of a third party/landlord or

5.1.1.3 is a tenant that has obtained all the necessary consents and/or waivers from the landlord of the premises for the Services to be carried out.

Fix and Brush shall not be required to enquire into the due process of the procedures in each instance;

5.1.2 has and shall maintain the necessary permissions, authorisations, consents or waivers for the Services to be carried out; and

5.1.3 shall cooperate with Fix and Brush and respond promptly to Fix and Brush's request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Fix and Brush to perform the Services.

5.2 The customer shall provide access to Fix and Brush to provide the Services

## **6. Snagging**

The Customer will be required to complete a "Job Sign-Off Form" to confirm that they are happy with the Services completed, this will include any snagging/checks that have been raised with Fix and Brush. Fix and Brush will complete any snagging in a timely manner, however any calls for 'snagging' after this form is signed may incur further charges.

## **7. Fees and Payment**

7.1 The Customer shall pay to Fix and Brush the fee for the supply of the Services and Extras (if any) less any deposit on completion of the Services

7.2 Unless otherwise stated in writing by us, the Fee and all other prices and charges are not liable to VAT.

7.3 Save as otherwise agreed in writing by Fix and Brush, the Customer will pay Fees and Extras, without deduction or set-off on receipt of invoice.

7.4 If the Customer does not pay the Fees and Extras in accordance with clause 7.3 then Fix and Brush reserve the right to charge the greater of:

7.4.1 Interest at the rate of 8% on any sum not paid from the date payment fell due to the date payment is made by the Customer

7.4.2 An administration charge of £35

7.5 Payment of any Fees and extras payable by the Customer shall be made by BACS

## **8. Termination**

8.1 Fix and Brush shall continue to provide the Services to the Customer, subject to Conditions 8.2, until completion of the work.

8.2 The Customer may cancel the Services without charge provided that 48 hours' notice in writing is provided to Fix and Brush

8.3 Where the Customer terminates this contract with less than 48 hours notice a charge of 50% of the sum shown on the Estimate shall be payable by the Customer to Fix and Brush

8.4 The Customer or Fix and Brush may terminate the Services with immediate effect if the other party commits a breach of these Terms and Conditions which (if capable of remedy) is not remedied within 30 days from the giving of written notice to the other party of such a breach.

8.5 Where a Customer terminates this this contract under clause 6.4 after the Services have commenced the Customer shall pay to Fix and Brush (without prejudice to any other rights which Fix and Brush or the Customer may have) all Fees and Extras that have been invoiced prior to the date of the giving of the notice, together with all Fees and Extras payable in respect of the period up to the termination date.

8.6 Notwithstanding termination of the Services the rights of the parties accrued prior to the date of termination shall not be affected; and

8.7 Where this contract constitutes a distance contract pursuant to the Consumer Contracts (Distance Selling) Regulations 2013, the Customer will have the right to cancel the contract within 7 days of the formation of the contract, but the Customer will not have the right to cancel the contract:

8.7.1 where the performance of the Housework has commenced.

8.7.2 Where the Services are to be performed at the Customers request on an emergency or expedited basis in which case the Customer shall have waived their rights to cancel to the fullest extent permitted by law.

## **9. Complaints**

In the event of the Customer being dissatisfied with the service they have received from Fix and Brush, the Customer should contact the Fix and Brush within 4 days of completion of the Services. Fix and Brush will endeavor to ensure that all your concerns and complaints are resolved quickly and amicably.

## **10. Limitation of Liability**

10.1 Fix and Brush warrant that they will provide the Services with reasonable care and skill.

10.2 Save as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or by common law in connection with the supply of the Services are excluded to the fullest extent permitted by law.

10.3 Subject to the provisions of Condition 10.6 below, Fix and Brush's liability in respect of any breach of our contractual obligations and in respect of any tortious act or omission, including negligence, arising under or in connection with our Services shall be limited to the total of all Fees and Extras paid by the Customer to Fix and Brush up to the date of the event giving rise to such liability.

10.4 We shall not be liable for the following loss or damage, howsoever caused and whether or not foreseeable:-

10.4.1 loss of profits, business or revenue, whether suffered by you or any other person;

10.4.2 special, indirect, incidental or consequential loss, whether suffered by you or any other person;

10.4.3 any losses arising by reason of any events or other matters beyond the reasonable control of Fix and Brush preventing the performance by Fix and Brush of any obligation under these Terms, provided that Fix and Brush shall use all reasonable endeavours to eliminate or overcome any of such causes and to resume performance of our obligations with all possible speed;

10.4.4 any losses resulting from your failure to comply with an recommendations made by Fix and Brush or from any defects in the Customer's premises, fixtures and fittings, equipment, installations and goods; and

10.4.5 any losses resulting from any act or default on the part of the personnel supplying the Services that arises from matters outside the scope of our duties under these Terms.

10.5 Where it is agreed between the Customer and Fix and Brush that parts and materials are to be stored at a place nominated by the Customer, this shall be at the Customers own risk.

10.6 Any materials supplied, are subject to their own manufacturer's warranty and guarantee. The Customer agrees that Fix and Brush are not liable for the installation of any faulty items supplied by the Customer where it was not reasonably apparent that the item was faulty before installation. If an item is faulty at installation or becomes faulty after installation, The Customer agrees to contact the manufacturer direct and claim under the manufacturer's warranty and guarantee.

10.7 Nothing in these Terms shall purport to exclude or restrict our liability for death or personal injury resulting directly from negligence by Fix and Brush in carrying out the Services.

## **11. Equality Policy**

Fix and Brush is an Equal Opportunities Employer. We recruit our personnel on the basis of their ability to provide the Services and aim to ensure that all our employees are treated equally regardless of ethnic origin, religion, sex, age, marital status, nationality, sexual orientation or disability.

## **12. Privacy**

12.1 Fix and Brush respects your privacy and are committed to protecting it.

12.2 Fix and Brush may seek the Customer's consent to take photographs of Fix and Brush's completed Services, which may be used by Fix and Brush for marketing and website purposes. No personally identifiable information shall be used for these purposes.

12.3 A copy of any photographs taken will be provided by Fix and Brush on request from the Customer but the copyright in the photographs will be retained by Fix and Brush.

## **13. General**

13.1 If any part of these Terms is unenforceable (including any provision in which we exclude our liability to you), the enforceability of any other part of these Terms will not be affected.

13.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

13.3 All matters arising out of or relating to these Terms are governed by and construed in accordance with the laws of England and Wales.

13.4 Both Fix and Brush and the Customer agree to submit to the exclusive jurisdiction of the courts of England and Wales.