

MRM Property Services Ltd - TERMS AND CONDITIONS OF TRADING

1 Interpretation

1.1 MRM Property Services Ltd of 55 Eden Vale Road, Westbury, Wiltshire BA13 3NY shall hereinafter be referred to as 'we', 'us', 'our', etc.

1.2 The client for whom the service is provided shall hereinafter be referred to 'you', 'your', etc.

1.3 'Service' in this agreement shall mean the fulfilment of the work described on one or more of our Quotes which you have accepted and asked us to carry out. Both your acceptance of our Quote(s) and your request for us to carry out the work must be in writing (either electronically or by email) for them to be valid.

1.4 References to any laws, Acts of Parliament, regulation or other statutory provisions shall be deemed to include amended versions, replacements or successors of such..

2 Our Quotes

2.1 We will provide details of the work we propose to do for you, and the cost for labour, materials, plant and any other services (e.g. waste removal), inclusive of VAT, in a Quote, which we will send to you electronically.

2.2 Each Quote is valid until the date shown on the document. After that date, the Quote becomes invalid. Should you still want the service to be provided, you will need to request a new Quote. We reserve the right to amend the prices on the revised Quote to reflect changes in labour rates, cost of materials, etc.

3 Our services

3.1 On your acceptance of our Quote, which may be done either electronically or by email, we will schedule the work to be carried out at a mutually convenient time. While we will make every effort to carry out the work at the agreed time, for the purposes of this agreement time shall not be of the essence, and we shall not be liable for any loss or damage suffered by you as a result of the delivery of our services being delayed or postponed for any reason.

3.2 Any changes to the work specified in the Quote, whether it is additional work or a variation on the work described in the Quote, shall be agreed in writing before it is carried out.

4 Payments

4.1 The contract price is set out in the Quote, which shows the charges which we will make for labour, materials, plant and any other services (e.g. waste removal) incurred in the delivery of the service.

4.2 The intervals at which we may invoice you are set out in the Quote, i.e. for works taking two weeks and longer invoices will be issued for works to date at the end of every second week and are to be paid within a further week.

4.3 Notwithstanding 5.1 and 5.2 above, we may vary the contract price from the amount specified in the Quote where you have asked us to carry out additional work, or you have varied the work specified in the Quote, or the price of materials has significantly increased since the Quote was issued, or when additional unforeseen work is required within the scope of the agreement.

4.4 You agree:

- Not to withhold any sums due to us;
- To settle all invoices on or before the due date shown on the invoice;
- To pay us interest at a rate of five percentage points per annum above the Bank of England base rate on any payment which are not settled by the due date;
- To pay us such costs and expenses as we may incur in recovering payment from you where you have failed to make payment in accordance with these terms and conditions.

5 Cancellation

In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you may cancel your contract with us within seven calendar days of agreeing it (or within whatever extended period we may specify in the Quote) and you shall be entitled to a full refund of any monies paid to us less an amount for any reasonable administration costs which we have incurred as a result of the cancellation. Any cancellation outside this period will not entitle you to a refund of any monies paid.

6 Your obligations

You shall be wholly responsible for the correctness and accuracy of all information given to us. You will bear the whole cost of any additional expense incurred by us as a result of giving us inaccurate or materially incomplete information.

You will co-operate with us in enabling us to carry out the agreed work by ensuring that:

- You have obtained all necessary permissions, licences and consents prior to us carrying out the work;

- we have free unhindered access to the site;
- when the work is indoors, there is adequate ventilation, an electrical supply when required, and reasonable use of toilet facilities;
- any other person(s) present who are not part of our team follow all instructions given to them regarding matters of health and safety.

Unless the Quote specifies otherwise, you will be responsible for any cleaning and redecorating which is required following the work, with the exception of the removal of waste materials (see 8.5 below).

7 Our obligations

7.1 We shall perform all duties, services and obligations under the contract with all reasonable care and skill and to a reasonable standard.

7.2 Except as expressly agreed we will supply all labour, materials and equipment necessary to satisfactorily deliver the service.

7.3 We will conform to all relevant prevailing statutory and regulatory requirements and codes of practice, including those relating to health and safety.

7.4 We will take all reasonable care with your property during our time on site, and we will take all reasonable steps to protect any furnishings and fittings and all covering for the floor, walls and ceilings.

7.5 We shall be responsible for the removal from site and the safe and legal disposal of all waste materials generated by, or resulting from, the provision of our services.

7.6 We will at all times hold valid employer and public liability insurance policies, which will be available for inspection by prior arrangement.

8 Property rights and assumption of risk

8.1 Any property rights, title or ownership in any property or materials which we use in providing our services shall remain with us until you have made full payment in accordance with these terms and conditions.

8.1 Risk in and responsibility for all products and materials which we use to supply our services shall pass to you when you have made full payment in accordance with these terms and conditions.

9 Our guarantee

9.1 In addition to your statutory rights, we will guarantee that the services provided by us to fulfil the contract shall be free from defective or flawed materials and workmanship for a period of twelve months from their completion, notwithstanding that this guarantee shall not apply to:

- Defects or flaws which occur as a result of any misuse, failure to adequately and properly maintain, neglect or failure to follow written or oral instructions;
- Any defect or flaw which is caused by mechanical or chemical damage (which is not in itself a result of some defect in the workmanship or materials) which occurs after risk in the property has passed to you.

9.2 If you consider that the service is defective in either workmanship or materials, you must notify us within thirty days of the completion of the service, otherwise you will not be able to claim any of the benefits of this guarantee.

9.3 The guarantee shall only become effective when you have paid for the service in full in accordance with these terms and conditions.

9.4 We shall, at our sole discretion, determine the manner in which we will satisfy this guarantee, whether by re-working, re-performing or replacing the service, or by refunding you some or all of the money you have paid for the service.

10 Disputes

10.1 If for any reason our work does not reach your expectation, we ask you to do the following:

(a) If possible, bring the matter to the attention of the MRM team member(s) on site. Discuss the issue with them and agree a mutually acceptable resolution.

(b) If that is not possible, or you do not reach an agreement, contact the MRM office for details of our resolution procedure.

10.2 If the process described in 11.1 above fails to resolve the issue, either party may apply for the appointment of a person nominated by the President of The Law Society, whose decision will be final and binding on both parties.

11 Termination

11.1 This agreement shall continue until the services, including any variation or addition, has been fully delivered, or until terminated in accordance with the following.

11.2 Without prejudice to the above, our delivery of the service may be terminated immediately where any of the following circumstances arises:

(a) either we or you commit a serious breach or persistent breaches of this agreement, including, but not limited to, non-performance, neglect or default on any of the duties as outlined in the rest of this agreement (including your failure to make payment within the agreed timescales), and after notice of this breach has been given to the defaulting party it remains unremedied and unrectified after seven working days of such notice;

(b) either party commits a breach of this agreement which cannot be rectified or remedied;

(c) either party becomes insolvent or enters into a Company Voluntary Arrangement (CVA) or an individual Voluntary Arrangement (IVA) or otherwise ceases to carry on the whole or a substantial part of its business.

11.3 Upon termination of this agreement you will pay us such sums as may represent the work we have done and the expenses we have legitimately incurred as a result of, or in pursuance of, the delivery of the work we have done.

12 Disclaimers and exclusions

12.1 We shall not be responsible in any circumstances to you or any third party for any loss of profit or indirect or consequential economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise.

12.2 Nothing in the foregoing shall be read as restricting or limiting in any way our liability for death or injury as a direct result of our delivery of the service.

13 Indemnity

You will indemnify us against any loss or damage which may result from your breach of this agreement or failure to abide by any of its terms.

14 Force Majeure

Neither party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside their reasonable control, including, but not limited to, acts of God, industrial action, war, fire, acts or threats of terrorism, civil disturbance or rioting, government or regulatory action, unforeseeable breakdown in plant or machinery, or shortage of raw materials or supplies.