

TERMS AND CONDITIONS

C S Hodges and Son Limited is a service based organization specialising in all aspects of property maintenance services. In this document references to “we”, “us” or “our” refer to C S Hodges and Son Ltd who you have requested to carry out maintenance/building works and/or associated services (the “Services”) and/or to supply associated goods (the “Goods”). References to “you” or “your” are to the company, firm or individual who has requested us to provide the Goods and/or Services (together the “Work”).

1. **FORMATION:**
 - a) This document sets out the terms of sale of the Work. It is our intention that all Work is provided and accepted on these terms.
 - b) This document sets out the entire agreement between you and us and supersedes all earlier agreements, representations and arrangements with respect to the subject matter hereof and each party warrants to the other that it has not relied on any representation other than as expressly set out in any Contract. Nothing in the agreement shall operate to limit or exclude any liability for fraud. No variation to these terms or the Contract shall be effective unless in writing signed by authorised representatives of you and us.
2. **QUOTATIONS:** If we have issued a quotation for any Work then you have a reasonable period in which to accept the quotation provided that in any event it will be deemed to be withdrawn 90 days from the date of issue.
3. **CANCELLATION:** Subject to paragraphs 5 and 7 below you may not cancel the agreement between you and us for the provision of Work without our consent which if given will be deemed to be on the basis that you shall be liable to us for the loss of profit and such other reasonable and foreseeable loss as we may suffer as a result of such cancellation (such as, without limit, travel and time costs incurred by us prior to cancellation) and such damages shall be paid by you upon such cancellation. We shall use reasonable endeavours to reduce any such damages by an amount to reflect any replacement contract which we are able to carry out as a result of cancellation.
4. **THE WORK:** The Work to be carried out is as specified in our quotation or as agreed between you and us in writing and if at any time your requirements alter then you should provide us with written details.
5. **PROVISION OF WORK:** We will do all that we reasonably can to provide the Work within the agreed timescale (or if none has been agreed, within a reasonable timescale) however we cannot be held responsible for delays due to weather, strikes, lock outs, industrial disputes, terrorism, acts of God or other circumstances beyond our reasonable control. If the work is not provided within a reasonable timescale then you will be able to cancel the Contract without penalty.
6. **INSPECTION OF WORK:** You should inspect all Work as soon as reasonably possible after its completion. If you notice any defects in the Work then you should notify us within 7 working days and give us permission to inspect the Work and correct if applicable.
7. **THE PRICE:** The price payable by you is as set out in our quotation or, if none is issued, it will be calculated at our standard charging rates (details of which are available upon request). If, after we have agreed to carry out any Work for you, the cost to us of carrying out the Work increases by reason of any increase in the cost of materials and/or labour and/or any other factor outside our control then we may increase the price of the Work save that if you are a Consumer and are unhappy with the proposed increase then you will have a reasonable opportunity to cancel the Contract without penalty.
8. **PAYMENT:**
 - a) We will send you an invoice once the Work has been completed. Unless we agree otherwise, or have a contract stating different terms than stated below, payment must be received by us within 14 days of the date of the invoice. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under Late Payment Legislation if we are not paid according to agreed credit terms. Interest will be charged on late payments at a rate of 6% over Royal Bank of Scotland Base Rate.
 - b) You shall not withhold or reduce the amount payable by you to us under the Contract on account of any complaint unless such complaint has been notified to us in writing and in any event shall only withhold or reduce the amount payable by a reasonable amount. Any discrepancies must be advised in writing to our accounts office within 14 days from the date of invoice.
 - c) Payment shall be made in full without any deduction, legal or equitable set off or abatement on any grounds, unless prior written or contractual agreement is in place. We may appropriate any payment made by you to any outstanding invoice.
9. **PASSING OF PROPERTY:** Ownership of any goods and services supplied in connection with any works will not pass to you until payment has been received in full.
10. **RELEVANT FACTS:**
 - a) Prior to us commencing the Work you shall notify us of all relevant facts which may be connected with the Work, for example, potential hazards, adverse working conditions and access rights which are required to carry out the Work and of any steps which are necessary to deal with such facts.
 - b) If any hazardous or dangerous materials are present on the premises where the Work is to be carried out then full disclosure must be made prior to the commencement of any work. You shall also notify us in writing of any special requirements laid down by any relevant authority.
 - c) We reserve the right at any time to make changes to the agreed specification to conform to any applicable health and safety or other statutory requirement.
11. **EXCLUSION OF LIABILITY:**
 - a) Following completion of the Work, the quality of the Work can be affected by natural conditions which are beyond our control. We will not be liable for any loss, damage or expense arising directly or indirectly out of or in connection with such natural conditions or from any pre-existing structural defects.
 - b) We will only be liable for losses that are foreseeable and caused by our own negligence.
 - c) Nothing in these conditions shall exclude or limit our liability for death or personal injury caused by our negligence nor affect your statutory rights.
12. **WORK GUARANTEE :**
 - a) We guarantee, for a period of 28 days from completion of the Work, that all Goods shall be of satisfactory quality and reasonably fit for the purpose for which they were supplied and all Services shall be carried out with reasonable care and skill.
 - b) Under specified agreed circumstances and dependent upon the works carried out extended guarantees may be available
 - c) Please note that this guarantee does not apply where the defect arises from fair wear and tear, failure to follow our instructions, your negligence or your misuse or alteration of the Goods without our approval.
 - d) If we are in breach of the above guarantee then we will at our option either refund the price attributable to the faulty Work or repair, rectify or replace the faulty Work.
 - e) In addition to the above guarantee, where any Goods are not manufactured by us then we will do all that is reasonably possible to assist you in obtaining the benefit of any warranty given by such manufacturer in respect of such Goods.
 - f) Nothing in this guarantee shall affect your statutory rights. If you have any doubts as to your statutory rights then you should contact your local Trading Standards Department or Citizens Advice Bureau.
13. **YOUR LIABILITY:** You shall be liable for all loss, damage or injury (whether direct, indirect or consequential) resulting from your negligent failure or delay in the performance of your obligations under the Contract.
14. **YOUR RESPONSIBILITIES:** You shall be responsible for the provision and cost of all necessary power and a clean water supply from the mains to enable us to carry out the Work.
15. **DAMAGE TO EQUIPMENT:** If as a result of your negligence, we incur any loss or expense as a result of any damage to any of our equipment then we will seek to recover such losses and expenses from you.
16. **ERRORS & OMISSIONS:** Any typographical, clerical or other error or omission contained in any quotation or acknowledgement of order by us shall be subject to correction without any liability on our part.
17. **GENERAL:**
 - a) Any waiver by us in exercising our rights will not restrict us from exercising any of our rights at a subsequent date.
 - b) If you are a resident in the UK then the relevant UK law will apply to the Contract and the relevant UK Courts will have exclusive jurisdiction in relation to the Contract. If you are not resident in the UK then English law will apply and the English courts will have exclusive jurisdiction.