



PLYMOUTH PROPERTY MAINTENANCE TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of Maintenance services by Plymouth Property Maintenance to customers who require maintenance services to be provided at their home or place of work.

These Terms and Conditions apply where the customer is a "Consumer" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreed Times"	means the times which You and We agree for the work to have access to the Property to complete the Job [as specified in the Agreement];
"Agreement"	means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions.
"Business"	means any business, trade, craft or profession carried on by You or any other person/organisation;
"Consumer"	means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives maintenance services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
"Deposit"	means the deposit You will be required to pay in accordance with Clause 5;
"Your Invoice"	means the total of all sums You must pay which will be shown on the invoice issued in accordance with Clause 6 of these Terms and Conditions;
"Tradesman"	means Us or Our employee who will be responsible for providing the Maintenance Services;



“Maintenance Services”	means the maintenance services We will provide as specified in the Agreement;
“Job”	means the complete performance of the Plymouth Property Maintenance (PPM) Services;
“Model Cancellation Form”	means the model cancellation form attached as Schedule 2;
“Order”	means Your initial request for Us to provide the Maintenance Services as set out in Clause 4;
“Materials”	means the materials required for the provision of the Maintenance Services which We will supply (if any) as specified in the Agreement;
“Property”	means Your home/ work premises, as detailed in the Order and the Agreement, at which the Job is to take place;
“Quotation”	means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
“Quoted Fee”	means the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 6 of these Terms and Conditions;
“Start Date”	means the date You and We agree on for Us to start providing the PPM Services as specified in the Agreement;
“Visit”	means any occasion, scheduled or otherwise, on which the Tradesman visits the Property to provide the Maintenance Services;
“We/Us/Our”	means the Trader and includes all employees, agents and sub-contractors of the Trader;
“You/Your”	means a Consumer who is a customer of the Trader.

1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, text message or other means.



- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include the other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

2. Information about Us

- 2.1 We are a Limited Company.
- 2.2 We trade under the name Plymouth Property Maintenance Limited
- 2.3 We are registered in United Kingdom under number - 11225578
- 2.4 Our registered office is at 7, Sandy Court, Ashleigh Way, Plymouth PL7 5JX
- 2.5 Our main trading/Postal address is 1 Alexandra Road, Crownhill, Plymouth, PL6 5AE

3. Communication and Contact Details

If You wish to contact Us with questions or complaints, You may contact Us by telephone at 01752 907740 or by email at contact@plymouthpropertymaintenance.co.uk

- 3.1 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
 - 3.1.1 Contact us by email at contact@plymouthpropertymaintenance.co.uk.
 - 3.1.2 In Writing to 1 Alexandra Road, Crownhill, Plymouth, PL6 5AE



4. Work Request

4.1 We accept requests for Maintenance Services through Email, Telephone, website and social media.

4.2 When placing a request You should set out, in detail,

- The services required.
- As much details of as possible (photos if possible)
- Address for work to take place
- When you would want work to take place
- Your contact details
- Your availability for us to attend to carry out a quotation

4.3 We will then arrange a suitable time and date to visit the property to take a look, measure up and discuss the work required.

4.4 Once we have visited, We will prepare a Quotation and send it to You either by email or post it through your door, this can take up to 10 working days depending on availability.

4.5 You may make changes to the Quotation before accepting it. You may accept the Quotation by telephone, Email or via the automated link on the quotation email.

4.6 We will contact you within 10 working days after the job has been accepted to agree and confirm a date to commence works, no job will be booked in if there is an outstanding deposit payment.

5. Deposit

5.1 If the agreed quotation was over £1000 You must pay Us a Deposit. The Deposit will be 25% of the quoted fee. We will not confirm a date until the Deposit is paid in full.

5.2 A deposit invoice will be produced and e-mailed after the quotation has been officially accepted, this deposit must be paid in accordance with terms set out on the invoice.

5.3 The Deposit is non-refundable except as set out in Clauses 12, 13 and 14.



6. Fees and Payment

6.1 The Quoted Fee will include the price payable for the Maintenance Services, estimated Products required if necessary and the Value Added Tax.

6.2 We will where reasonably possible use only the Products (and quantities of Products) set out in the Quotation and the Agreement; however if additional Products are required we will adjust Your Invoice to reflect this (where possible this will be discussed). We will keep any increases to a necessary minimum.

6.3 If the price of Products or services increases during the period between Your acceptance of the Quotation and the Start Date, We will inform You of the increase and of any difference in Your Invoice.

6.4 If during the course of the agreed services, you require additional work, these will be priced upon request where possible, otherwise extra services will be charged at a rate of £40 + VAT per hour per person and will reflect in Your Invoice.

6.5 Additional services maybe required during the course of the works due to unforeseen circumstances. You will be informed of this extra work. No extra work will be undertaken without your prior consent unless it poses a health and safety concern or is a necessary to continue with the works. Where price has not been prior agreed for additional services, it will be priced as 6.4.

6.6 The Quoted Fee and Your Invoice are inclusive of VAT. If the rate of VAT changes We will adjust the amount of VAT that You must pay.

6.7 We will invoice You when the Job has been completed.

6.8 You must pay any invoice within the terms stated on the invoice, this will typically be "due on completion" of agreed works, unless prior agreed.

6.9 We accept the following methods of payment:

6.9.1 Bank transfer

6.9.2 Cash

6.9.3 Cheque

6.9.4 Card (On the phone or via a payment link - You will need to request a payment link from us.

6.10 If You do not pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 8% above the bank of England base rate from time due until



payment in full is made. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.

6.11 If You have promptly contacted Us to dispute an invoice in good faith We will not charge interest while such a dispute is ongoing.

7. Maintenance Services

7.1 We will provide the Maintenance Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time).

7.2 We may provide sketches, impressions, plans or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.

7.3 We will use reasonable endeavours to ensure that the Products We use match those chosen by You and are consistent throughout the Property (or relevant parts of the Property). However, We cannot guarantee the quality or consistency of the Products.

7.4 You must confirm with Us all Materials and specifications for the maintenance services prior to the job start date and preferably 10 working days before the job commences (where possible). Where materials and specifications are not confirmed before the job commences you are giving permission to Us to select materials and specifications based on the initial site visit and the agreed quotation.

7.5 The responsibility (sometimes referred to as the "risk") for the Products remains with Us until they have been delivered to You at which point it will pass to you. You will own the Products once We have received payment in full for them.

7.6 We will ensure that the Maintenance Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.

7.7 We will ensure that We comply with all relevant codes of practice.

7.8 We will ensure that no parts of the Property suffer damage as a result of Our provision of the Maintenance Services. We will make good any damage that occurs at no additional expense to You as soon as is reasonably possible, if disputed you must provide photo evidence before and after the damage. [You must take reasonable steps to protect the Property including, but not limited to, using dust sheets, clearing rooms and walkways and removing valuable and/or delicate items from areas where work is to be carried out. We will not be liable for any damage which occurs as a result of Your failure to follow such instructions.]



7.9 We by law are not permitted to properly dispose of all waste that results from Our provision of the Maintenance Services. This must be taken care of by the customer or instruct us to arrange waste removal at an additional cost. Waste may be added as an optional extra on the quotation (Waste licence no - CBDU360473). Any waste produced as a result of any extra or additional works will incur extra waste charges. We are not registered to disturb, remove or dispose of asbestos. The customer will be liable for arranging the removal and disposal of asbestos. If your property is built pre 2000 and your quote requires any destruction work we advise arranging an independent asbestos survey before work commences.

7.10 Where a Job is to last for more than one working day, the Tradesman will, where reasonably possible, leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We will wherever possible store all tools and materials only in areas where work is being carried out or remove them from the Property at the end of each working day.

8. Guarantee

8.1 All of our services come with a 12 month labour guarantee. Meaning any failure which is a direct result of our workmanship will be rectified free of charge.

8.2 We guarantee that any products that we supply used in the Maintenance Services provided will be free from material defects for a period of 3 months following completion of the Job.

8.3 If any defect in the products used (that PPM supply only) for the Maintenance Services appears during the guarantee period set out in sub-Clause 8.2, We will rectify the defects with a labour only charge, the defective materials will be replaced under manufacture warranty.

8.4 Any material defect that occurs after the period set in clause 8.2 will be the responsibility of the manufacture of the product. The customer must deal with the supplier and manufacture direct, we will be happy to assist with product and invoice numbers. We will not be liable for the labour or materials to remove or replace any faulty products, you will need to claim compensation direct with the manufacture.



9. Your Obligations

9.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You must obtain them before we begin to provide the service.

9.2 You will ensure that Plymouth Property Maintenance can access the Property at the Agreed Times to provide the Maintenance service.

9.3 You may either give the Tradesman a set of keys to the Property or be present at the Agreed Times to give the Tradesman access. We promise that all keys will be kept safely and securely by Plymouth Property Maintenance.

9.4 You must ensure that Plymouth Property Maintenance has access to electrical outlets and agree to our staff (whilst onsite) using welfare facilities at your property. They will need to have access to a toilet and wash basin. If this is not possible, please let us know before the work commences and we may have to make special arrangements which could incur extra charges.

9.5 You must give Us at least 48 hours notice if You do not require Plymouth Property Maintenance to provide the Maintenance Service on a particular day or at a particular time. We will not charge a fee for rescheduled visits provided such notice is given. If less than 48 hours notice is given We will invoice You at set reschedule fee of £50. If the works need rescheduling you must endeavour to assist us in this process ASAP.

9.6 Waste - Please see sub clause 7.8

9.7 Materials and specification – See sub clause 7.2

10. Complaints and Feedback

10.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

10.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from our admin department on request.

10.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:

10.3.1 Email; contact@plymouthpropertymaintenance.co.uk



10.3.2 Telephone; 01752 907740

11. Changing the Start Date

11.1 If You ask Us to change the Start Date: (Please see sub clause 9.5)

11.1.1 We will where reasonably possible agree a revised Start Date with You;

11.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 14).

11.2 If We ask You to change the Start Date, You may either:

11.2.1 agree a revised Start Date with Us; or

11.2.2 terminate the Agreement (see Clause 14).

12. Cancellation Before the Start Date

12.1 You may terminate the Agreement (i.e. cancel the Job) at any time before the Start Date as follows:

12.1.1 If You cancel the Job more than 14 days before the Start Date We will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 7 calendar days of cancellation.

12.1.2 If You cancel the Job less than 14 days before the Start Date We will retain from the Deposit a sum to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 7 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit, We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.

12.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 7 calendar days of termination.



13. Termination

13.1 You may terminate the Agreement with immediate effect by giving Us written notice if:

13.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 7 days of You asking Us in writing to do so;

13.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;

13.1.3 You and We have been unable to agree a revised Start Date under Clause 11.1 or You elect to terminate the Agreement under Clause 11.2;

13.1.4 We are unable to provide the Maintenance Services due to an event outside of Our control (see Clause 16).

13.2 We may terminate the Agreement with immediate effect by giving You written notice if:

13.2.1 You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.8);

13.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 7 days of Us asking You in writing to do so; or

13.2.3 You and We have been unable to agree a revised Start Date under Clause 11.1;

13.2.4 We have been unable to provide the Maintenance Services for more than 2 weeks due to an event outside of Our control (see Clause 16).

13.2.5 We have insufficient staff or resources to deliver the services you have ordered.

13.2.6 We do not provide services to your area.

13.2.7 One or more of the services you ordered was listed at an incorrect price due to a typographical error.

13.2.8 You fail to make the workplace available or given access for Us to conduct the agreed services of the contract or additional work.

13.2.9 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.



13.3 For the purposes of this Clause 14 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

13.4 If at the termination date:

13.4.1 You have made any payment to Us for any Maintenance Services we have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 7 calendar days of the termination notice;

13.4.2 We have provided Maintenance Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

14. Effects of Termination

14.1 If the Agreement is terminated for any reason:

14.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

14.1.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

15. Events Outside of Our Control (Force Majeure)

15.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic or other natural disaster, or any other event that is beyond Our reasonable control.

15.2 If any event described under this Clause 16 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

15.2.1 We will inform You as soon as is reasonably possible;

15.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;



15.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of PPM Services as necessary;

15.2.4 You or We may terminate the Agreement (see Clause 14).

16. Liability

16.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

16.2 We will maintain suitable and valid insurance including public liability insurance.

16.3 We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

16.4 If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Maintenance Services. (See sub-clause 7.7)

16.5 Our total liability for any loss or damage caused as a result of our negligence or breach of these Terms and Conditions or the Agreement (or that of the Tradesman) is limited to £5 million.

16.6 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Tradesman.

16.7 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.

16.8 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

17. How We Use Your Personal Information (Data Protection)

17.1 All personal information that We may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and Your rights under that Act.



17.2 We may use Your personal information to:

17.2.1 provide the Maintenance Services to You;

17.2.2 process Your payment for the Maintenance Services;

17.2.3 inform You of new products and services available from Us. You may request that We stop sending You this information at any time.

17.3 In certain circumstances, and with Your consent, We may pass Your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold Your personal information accordingly.

17.4 We will not pass on Your personal information to any other third parties without first obtaining Your express permission.

18. Other Important Terms

18.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

18.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.

18.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).

18.4 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.

18.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.

18.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.



19. Law and Jurisdiction

19.1 These Terms and Conditions and the relationship between You and Us (Parties), (whether contractual or otherwise) will be governed by, and construed in accordance with, English Law.

19.2 Before resorting to litigation, the Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Contract.

19.3 If the Parties are unable to resolve the dispute, either party may, at any time, refer the dispute to mediation by a neutral advisor or mediator ("the Mediator").

19.4 If the Parties are unable to agree on a Mediator within 7 days of the request by one party to refer the dispute to mediation, they shall apply to the Centre for Dispute Resolution ("CEDR") to appoint a Mediator.

19.5 The Parties shall seek to agree directions for how the mediation is conducted and, failing agreement, they shall seek directions from the Mediator.

19.6 If the Parties reach agreement on the resolution of their dispute the agreement shall be reduced to writing and shall be binding.

19.7 Any dispute, controversy, proceedings or claim between You and Us relating to the Agreement or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by Your residency.