



PLYMOUTH PROPERTY MAINTENANCE LTD TERMS AND CONDITIONS OF TRADING

Background

These Terms and Conditions apply to the provision of maintenance services by Plymouth Property Maintenance Ltd (PPM) to customers who require services at their home or place of work. These terms are applicable 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:** The times which You and We agree for access to the Property to complete the Job, as specified in the Agreement.
- **Agreement:** 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:** Any business, trade, craft, or profession carried on by You or any other person/organisation.
- **Consumer:** A "consumer" as defined by the Consumer Rights Act 2015, meaning an individual customer who receives maintenance services for personal use and purposes wholly or mainly outside the scope of any Business.
- **Deposit:** The initial payment You will be required to pay in accordance with Clause 5.
- **Your Invoice:** The total of all sums You must pay, which will be detailed on the invoice issued in accordance with Clause 6 of these Terms and Conditions.
- **Tradesman:** Us, or Our employee, responsible for providing the Maintenance Services.
- **Maintenance Services:** The maintenance services We will provide, as specified in the Agreement.
- **Job:** The complete performance of the Plymouth Property Maintenance (PPM) Services.
- **Model Cancellation Form:** The model cancellation form attached as Schedule 2.
- **Order:** Your initial request for Us to provide the Maintenance Services, as set out in Clause 4.



- **Materials:** The materials required for the provision of the Maintenance Services, which We will supply (if any), as specified in the Agreement.
- **Property:** Your home or work premises, as detailed in the Order and the Agreement, where the Job is to take place.
- **Quotation:** The detailed statement provided by Us outlining the services to be provided and the associated fees, as issued in accordance with Clause 4.
- **Quoted Fee:** The fee set out in the Quotation, subject to change based on the actual work undertaken, as set out in Clause 6 of these Terms and Conditions.
- **Start Date:** The agreed-upon date for the commencement of the PPM Services, as specified in the Agreement.
- **Visit:** Any occasion, scheduled or otherwise, on which the Tradesman visits the Property to provide the Maintenance Services.
- **We/Us/Our:** Refers to Plymouth Property Maintenance Ltd, including all employees, agents, and subcontractors.
- **You/Your:** The Consumer who is a customer of Plymouth Property Maintenance Ltd.

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 the 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

3.1 If you wish to contact us, you may:

- Call us on 01752 907740.
- Email us at contact@plymouthpropertymaintenance.co.uk.

3.2 For written correspondence, you may send letters to 1 Alexandra Road, Crownhill, Plymouth, PL6 5AE.



4. Work Request

4.1 Requests for maintenance services can be submitted via email, telephone, our website, or our official Facebook or Instagram pages.

4.2 When placing a request, please provide:

- A detailed description of the required services.
- Supporting materials such as photos or videos (if possible).
- The address where the work will take place.
- Your availability for a site visit.
- Your preferred timeline for the work.

4.3 Once a request is received, we will arrange a suitable time to visit the property for assessment.

4.4 Quotations will be provided via email or post within 10 working days after the quotation visit, subject to availability.

4.5 You may make changes to the quotation before acceptance. A new quotation, with an updated reference number, will be issued each time a change is made. Quotations must be accepted via the link provided in the email, the attached PDF online, or in writing. No changes can be made unless confirmed in writing by both parties.

4.6 Work will not be booked until any required deposit is received (see Section 5).

5. Deposit

5.1 Deposits are required for quotations exceeding £1,000 and will typically be 25% of the agreed quoted fee, unless otherwise agreed in writing.

5.2 A deposit invoice will be issued via email (or via post if the consumer is not contactable via email) after acceptance of the quotation, in writing. Payments must be made within the terms outlined in the invoice.

5.3 Deposits are non-refundable unless specific conditions outlined in Sections 12, 13, and 14 apply. Refunds will be processed within 7 calendar days where applicable.

6. Fees and Payment

6.1 The quoted fee will include:

- The estimated costs for materials and services.
- Value Added Tax (VAT).



6.2 While we strive to use only the products and quantities listed in the quotation, unforeseen circumstances may require adjustments. Any additional materials or services will be communicated to you, and your invoice will reflect these adjustments. We will keep such increases to a minimum.

6.3 Additional services may be 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 necessary to continue with the works. Where a price has not been agreed in advance for additional services, it will be charged at the rate outlined in Section 6.4.

6.4 If additional work is requested by you during the job, a supplementary quotation will be issued wherever possible. Otherwise, additional services will be charged at £40 + VAT per hour per person, and this will be reflected in your invoice.

6.5 Disputed invoices must be raised within 7 days of receipt, in writing. No interest will accrue while disputes are under investigation.

6.6 We will issue your final invoice upon completion of the job, unless otherwise agreed in writing.

Payment Terms:

- A 25% deposit is required upfront for all jobs over £1,000 to secure a date.
- 25% will be due once work commences.
- A further 25% will be due halfway through the job.
- The final 25% will be due on completion.

Please note that no payment is required until you receive an invoice.

6.7 Accepted payment methods include:

- Bank transfer.
- Cash.
- Cheque.
- Card payment (via telephone or payment link, available upon request).

6.8 If payment is not received by the due date, we reserve the right to charge interest on overdue amounts at 8% above the Bank of England base rate. Interest will accrue daily until payment is made in full, whether before or after legal judgment.

6.9 If you dispute an invoice in good faith and notify us promptly, no interest will be charged while the dispute is under investigation.



7. Maintenance Services

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

7.2 Any sketches, impressions, or plans provided are for illustrative purposes only and not intended to guarantee specific results.

7.3 We will endeavour to use materials that match your specifications and ensure consistency across the Property. However, variations may occur due to manufacturing differences, availability, or unforeseen circumstances.

7.4 You must confirm all materials and specifications at least 10 working days before the Start Date, or earlier if specified. Failure to do so gives Us the right to select materials and specifications based on the initial site visit and Quotation.

7.5 The responsibility (risk) for materials remains with Us until they are delivered to You. Ownership of the materials passes to You only after full payment is received.

7.6 We guarantee to perform the Maintenance Services with reasonable care, skill, and in accordance with best trade practices.

7.7 We will take reasonable precautions to protect the Property during the provision of Maintenance Services. Any damage caused by Us will be repaired at no cost to You, provided evidence of pre- and post-damage is supplied. However, You are responsible for protecting the Property by clearing areas and removing valuable or delicate items.

7.8 Waste:

- We are **not** legally permitted to dispose of all waste arising from the Maintenance Services.
- Waste disposal can be added as an optional extra in the Quotation (this may from time to time be automatically be added depending on the nature of the services).
- Waste from additional or unforeseen work *may* incur extra charges.
- We are not licensed to remove asbestos; it is Your responsibility to arrange its removal and pay for the associated costs.

7.9 For jobs lasting more than one working day, we will endeavour to leave the Property in a tidy state and minimise disruption. Tools and materials will be stored securely or removed daily, where practical.

8. Guarantee

8.1 All Maintenance Services are covered by a 12-month labour guarantee. Any issues directly caused by our workmanship will be rectified free of charge.

8.2 Materials supplied by Us are guaranteed to be free from defects for 3 months, as per the manufacturer's warranty.

8.3 Beyond the initial 3-month period, any defects in materials must be addressed directly with the manufacturer. We will assist by providing invoices or proof of purchase but are not liable for labour costs associated with replacements.

8.4 Defects caused by misuse, neglect, or improper maintenance by the consumer are not covered under this guarantee.

9. Your Obligations

9.1 If consents, licences, or permissions (e.g., from landlords or local authorities) are required for the Maintenance Services, it is Your responsibility to obtain these before work begins unless otherwise agreed in writing.

9.2 You must ensure we have access to the Property at the Agreed Times.

9.3 You may provide Us with keys to the Property for access during the Agreed Times. Keys will be securely stored and handled.

9.4 You must allow Us access to electrical outlets and welfare facilities (e.g., toilets and wash basins) during the provision of the Maintenance Services. If this is not possible, alternative arrangements may need to be made, potentially incurring additional charges.

9.5 If You need to reschedule a Visit, You must provide at least 48 hours' notice. Failing this, a rescheduling fee of £50 will be applied.

9.6 Waste and asbestos handling: See Clause 7.8.

9.7 Materials and specifications: See Clause 7.4.

10. Complaints and Feedback

We welcome feedback and take complaints seriously. If you are dissatisfied with any aspect of the Maintenance Services, please let us know.

Complaints are handled in accordance with our complaints handling procedure, which can be accessed [HERE](#).

You can lodge a complaint via:

- **Email:** contact@plymouthpropertymaintenance.co.uk
- **Telephone:** 01752 907740



11. Changing the Start Date

11.1 If You request to change the Start Date:

- We will attempt to accommodate the change where reasonably possible.
- If a mutually agreeable revised Start Date cannot be arranged, the Agreement may be terminated (see Clause 13).

11.2 If We request to change the Start Date:

- You may agree to a revised Start Date.
- Alternatively, You may terminate the Agreement (see Clause 13).

12. Cancellation Before the Start Date

You may cancel the Agreement at any time before the Start Date:

- **If You cancel more than 30 days before the Start Date**, We will refund the Deposit and any other payments made.
- **If You cancel less than 30 days before the Start Date**, We will retain a portion of the Deposit to cover any net financial losses incurred. Any remaining balance will be refunded within 7 calendar days.

13. Termination

13.1 You may terminate the Agreement immediately if:

- We breach the Agreement and fail to remedy the breach within 7 days of written notice.
- We enter liquidation or have an administrator appointed.
- A mutually agreed revised Start Date cannot be established (see Clause 11).
- Events outside Our reasonable control prevent the Maintenance Services from being delivered (see Clause 15).

13.2 We may terminate the Agreement immediately if:

- You fail to make payment as outlined in Clause 6.
- You breach the Agreement and fail to remedy the breach within 7 days of written notice.
- We are unable to provide the Maintenance Services for more than 2 weeks due to events outside Our control.



13.3 Upon termination:

- Any outstanding payments for completed work will remain due.
 - Refunds for uncompleted work will be processed within 7 calendar days.
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14. Effects of Termination

14.1 Termination does not affect rights or remedies accrued prior to the termination date.

15. Events Outside Our Control (Force Majeure)

15.1 We will not be liable for delays or failures caused by events outside Our reasonable control, including but not limited to:

- Natural disasters, strikes, pandemics or epidemics.
- Power failures or supplier disruptions.

15.2 In the event of a force majeure:

- We will notify You as soon as possible.
 - Obligations will be suspended, and new dates for the Maintenance Services will be discussed.
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16. Liability

16.1 We will be responsible for foreseeable losses caused by Our negligence or breach of contract.

16.2 **We are not liable for:**

- Pre-existing faults in the Property.
- Losses related to business opportunities or profits.

16.3 Total liability is limited to £5 million in accordance with Our insurance cover.

16.4 Nothing in these Terms and Conditions limits Your statutory rights as a Consumer.

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

17.1 Personal data will be collected, used, and stored in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR).



17.2 We will only use Your personal information for the following purposes:

- Providing the Maintenance Services.
- Processing payments for the services rendered.
- Informing You of new products or services, but only with Your explicit consent.

17.3 Your personal information will not be shared with third parties without Your explicit permission, except where required by law or where necessary to fulfil our contractual obligations to You (e.g., engaging subcontractors for specific work).

17.4 For more details on how we manage Your personal data, please refer to our Privacy Policy, which can be accessed here: [Privacy Policy](#).

18. Other Important Terms

18.1 We may update or amend these Terms and Conditions periodically. While we are not obligated to provide prior notice, we will use reasonable endeavours to inform You of any changes as soon as is reasonably possible. Updated Terms and Conditions will be available to view and download from our website, www.plymouthpropertymaintenance.co.uk. Any updates will not affect Your existing Agreement unless required by law or regulation.

18.2 We may transfer (assign) our obligations and rights under the Agreement to a third party, for example, if we sell or restructure our business. If this occurs, we will notify You in writing. Your rights under the Agreement will remain unaffected, and the third party will assume all obligations under the Terms and Conditions.

18.3 You may not transfer (assign) Your rights or obligations under the Agreement without our express written consent, which will not be unreasonably withheld.

18.4 The Agreement is made exclusively between You and Us. No third party shall have any rights to enforce any terms of the Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18.5 If any provision of the Agreement or these Terms and Conditions is deemed invalid, illegal, or unenforceable by any competent authority, the remaining provisions shall continue in full force and effect.

18.6 The failure or delay by either You or Us to exercise any right or remedy under the Agreement shall not constitute a waiver of that or any other right or remedy. Similarly, any waiver of a breach of the Agreement does not constitute a waiver of any subsequent breach.

19. Law and Jurisdiction

19.1 These Terms and Conditions and the Agreement shall be governed by and construed in accordance with the laws of England.



19.2 Before pursuing litigation, both Parties agree to attempt to resolve any disputes arising under or related to the Agreement in good faith through negotiation.

19.3 If a resolution cannot be reached through negotiation, either Party may refer the dispute to mediation with a neutral advisor or mediator ("the Mediator").

19.4 If the Parties cannot agree on a Mediator within 7 days, they shall request the Centre for Dispute Resolution (CEDR) to appoint one.


19.5 The Mediator shall guide the process, and the Parties will comply with any procedural directions provided.

19.6 If a settlement is reached during mediation, it will be documented in writing and will be binding on both Parties.

19.7 Should mediation fail, any dispute, controversy, or claim relating to the Agreement will be subject to the exclusive jurisdiction of the courts in England, Wales, Scotland, or Northern Ireland, depending on Your residency.

Director Statement:

"This policy will be reviewed annually, or sooner if significant changes occur, to ensure it remains compliant with legal and operational requirements."

Name	Position	Sign	Date
Jason Peek	Director		02/01/2025