

## H2 PROPERTY SERVICES (LONDON) LTD

### TERMS FOR CONSUMER CONTRACTS

1. for the purpose of these terms and conditions, the following words shall have the following meanings:
  - a. "Us/we" shall mean H2 Property Services (London) Ltd
  - b. "You" shall mean you: the customer (the person or organisation for whom we agree to carry out works and/or supply or materials)
  - c. "Our representative" shall be the person we send to you to do work.
  - d. Hourly rate call-outs. The first hour is always charged as a minimum of a full hour labour; thereafter time is charged in 1/4 hour or 1/2 hourly increments. All charges are subject to VAT - our invoices are inclusive of VAT. The total charge to you will be the time spent by our representative doing the work after the first hour which is charged as a minimum of a one-hour call-out. It will include all reasonable time spent in obtaining materials. Parts and materials supplied by us will be charged at the trade price plus 30% handling charge. We do not charge Congestion Charge but we do charge for any parking incurred by our engineer while working at your property. Due to the nature of our work, it is not always possible to fix a problem on the first visit and instead a diagnosis may be made for parts and where necessary a quote may be given for further works. The quote is given with no obligation to use us but the charge for the call-out will still be due.
2. Collecting material for a job: We try to minimise collection of materials by carrying everyday stock items. If we do need to collect materials we will always try to keep the time to a minimum. If the time is likely to be more than 45 minutes you will be informed before our representative leaves the job. Only one person will collect parts at a time.
3. Fixed Price work. Quotes will include labour and materials and VAT. The price will be fixed but manifest errors shall be exempted. Quotes may need to be revised if you change the scope of the work, if there is an increase in the price of materials, or if further works turn out to be needed to do the work. If it is impossible for us to do the work for the previously quoted fixed price, we will give you a free quote for the work so that you can choose to use us or not. If you decline the quote there will be no charges payable by you.
4. Invoices are payable immediately at the end of each job. Invoices unpaid (in total or in part) will carry interest at 3% over the company's banker's base rate while any payment remains outstanding. We accept all major credit cards except Amex and Diners. There is a 2.5% admin charge on credit cards.
5. Time Keeping. We will make every effort to attend each job at the time and date agreed with you according to our standard terms and condition of sale. We will complete all work within a reasonable time.
6. You personally will be deemed to be our customer unless it is made clear to us who the customer is and we have confirmation that you have the right to instruct us on their behalf.
7. If you instruct us to do works or buy materials and then cancel, we reserve the right to charge you for any losses incurred by us. We will also reserve the right to charge you 50% of our hourly rate for each hour of our engineer's time if you cancel a job within 2 hours of the booking (Late Cancellation Fee)
8. Guarantee. If you are not satisfied with our work, you should contact us, in writing, within 1 month of finishing the work and let us come and inspect the work and carry out the necessary remedial work at our expense. You agree to let our insurers inspect any works carried out by us. Our labour guarantee is valid for one year from date the work is carried out with the following exclusions.
9. Things we cannot cover. We are unable to guarantee our work, parts and equipment supplied to you: if they are misused, treated negligently or if our work is repaired, modified, or tampered with by anyone other than us. Where we carry out works for you using your materials we can take no responsibility for the quality, fitness for purpose or otherwise of these materials so we cannot accept responsibility for them.
10. We cannot guarantee work where you order us to carry out work against the advice of our representative. This advice will be given to you either orally, or in writing. Our guarantee is also void if we indicate that further works need to be carried out.
11. We cannot guarantee (because of its nature) any work to unblock waste or drainage pipes. Nor can we guarantee further damage or defects caused by work that is not fully guaranteed or where recommended further work has not been carried out.

12. We cannot guarantee work on existing installations that are either inferior or over 10 years old nor can we guarantee the effectiveness or otherwise of our work in these cases.

13. We will only be liable for rectifying our own work and shall not be held responsible for any ensuing damage or claims resulting from this or other work overlooked or subsequently requested and undertaken at that time.

14. We shall not be held liable for any delay or consequences of any delay in performing our obligations if such a delay is due to any cause beyond our reasonable control and we shall be entitled to reasonable time extensions.

15. We shall be entitled to recover the costs or damages from any person or contractor whose negligence or faulty workmanship makes us liable to pay for those damages or rectification of work.

16. Gas. You will be solely liable for any hazardous situation in respect to the Gas Safe regulations or any Gas Warning Notice issued. Our representatives operate under their own Gas Safe registration and are therefore solely liable for any gas work and its subsequent liability.

17. Energy Performance Certificates (EPC): a) Assessors will require access into all rooms of the property. b) Assessors will need to take photographs of any parts of the property they feel will contribute towards the EPC. c) H2 Property Services (London) Ltd are Domestic Energy Assessors. We do not carry out commercial checks.

18. We reserve the right to refuse or decline to undertake any work.

19. We reserve the right, at our absolute discretion, to choose who will represent us.

20. Title To Goods. Goods supplied and delivered by us to you, or your premises shall remain our property until paid for by you in full. Whilst goods remain our property we continue to have title over them. We shall be entitled to seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods. However, the risk in the goods will pass to you on delivery to you. You must insure them at replacement value and if asked you must produce evidence that they are properly insured.

21. These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by our duly authorised representative and you. Our terms and conditions shall prevail over any terms and conditions used by you or contained, set out or referred to in any documentation sent to us by you. By entering into a contract with us you agree irrevocably to waive the application of any of these terms and conditions. Nothing in these terms and conditions exclude any statutory rights you may have as a consumer, particularly under the Consumer Rights Act 2015 or the Consumer Contracts Regulations 2013.

22. These terms and conditions and all contracts awarded between us and you shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law.

23. Complaints - must be sent to the Company in writing either by post or email to [info@h2propertyservices.co.uk](mailto:info@h2propertyservices.co.uk) and will be responded to within 10 working days. Please note we ask for your feedback for every single job we carry out. This request is made by email which is sent along with the job update and invoice to the email address given to us at the time of booking. If we do not receive any information of your complaint, we assume you are happy with our work. Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact 0333 241 3209 or via their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>

24. Right to cancel - Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you may have the right to cancel during a period of 14 working days from the date you have given written approval for the work to begin. During that period if you choose to cancel the contract any money paid by you will be refunded. However if you have already given written approval for the work to begin before the end of the cancellation period you may be required to pay for goods and services already provided including parts that have been ordered on your behalf and we are unable to return. If you wish to cancel the contract you must do so in writing and delivery personally or send (which may be electronic mail or post) this to H2 Property Services, Unit 4 Court Farm, Old Kingston Road, Surrey KT4 7QH or to [info@h2propertyservices.co.uk](mailto:info@h2propertyservices.co.uk). The notice of cancellation is deemed to be served as soon as it is posted or in the case of an electronic communication from the day it is sent.