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Issue: General Terms of Business  
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## **General Terms and Conditions of Business**

For the purposes of these terms and conditions the following definitions shall apply:

*"The Company", "Us" or "We" shall mean Quite Simply Property Solutions Ltd and its appointed agents, to include Independent Licensed Operators.*

*"The Customer" or "You" shall mean the person or organization who books a job and/or for whom the Company agrees to undertake works and/or supply materials.*

*The "Operative" shall mean the representative appointed by the Company to undertake the work.*

We reserve the right to refuse or decline work at our discretion.

### **1. Overview**

- 1.1. It is the Company's intention that all the terms of the agreement between us (including details of the services and any goods and materials we are to provide) are contained in this document and where relevant other documents concerning our guarantee or quotations or estimates which we may issue. If you do not accept any of the provisions included in these Terms and Conditions please let us know so that if agreed any such change can be included.

### **2. Estimates**

- 2.1. Where we have given you an estimate of the price payable for the services, goods and/or materials you ask us to provide, we will do our best to complete the work and provide the services, goods and/or materials for the estimated amount. However, the price payable by you may exceed the price estimate, but we undertake only to increase the price by a reasonable amount which shall reflect the work done. Price Estimates given by the Company are valid for 30 days from the date they are given. However, we may withdraw the price estimate at any time before it is accepted by you.
- 2.2. We shall not be under any obligation to provide an estimate. We shall not be bound by any estimates given in which manifest errors occur.
- 2.3. Any date or dates included in our estimate are estimated dates only and we shall not be in breach of this agreement for failing to start or finish work by any date given in our estimate or quote.
- 2.4. All charges are subject to VAT at the prevailing rate, if applicable, unless specified otherwise in the estimate.

### **3. Quotations**

- 3.1. Quotations are valid for 30 days from the quotation date and for the agreed details contained therein.
- 3.2. Any changes identified prior to work commencing, either by You or The Company, will be agreed between all parties concerned. Where single changes to the original specification are greater than £50 or 10% of the original order value (whichever is the greater) a separate quotation or variation order will be created for The Customer to accept before any work will commence.
- 3.3. Any changes identified prior to work commencing, either by You or The Company, will be agreed between all parties concerned. Where single changes to the original specification are less than £50 or 10% of the original order value a separate quotation or variation order **will not** be created. Instead the invoice amount will be adjusted to reflect the changes.
- 3.4. Any date or dates included in our quote are estimated dates only and we shall not be in breach of this agreement for failing to start or finish work by any date given in our estimate or quote.
- 3.5. All charges are subject to VAT at the prevailing rate, if applicable, unless specified otherwise in the quotation.

### **4. Orders**

- 4.1. To commence the ordering process, You must either sign and return the appropriate copy of the quotation or estimate or email confirmation that you accept our quotation or estimate and would like the company to proceed with the order. It is a mandatory requirement that if you are not the owner of the property, you must ensure you gain the Landlord's permission for any work to be undertaken on the premises.
- 4.2. We shall agree with you a date and time for the works to be undertaken and we shall use our best endeavours to ensure the Operative attends at the agreed date and/or time. However we accept no liability in respect of the non attendance or late attendance of the Operative or for the late or non delivery of materials.
- 4.3. In the event that the Operative is unable to gain access to the premises at which you have booked a job you will be liable to pay a minimum amount equivalent to the call-out charge and the charge due for the

initial period of work time. This shall apply irrespective of the job being booked directly by you or by someone on your behalf e.g. tenant.

- 4.4. You must let us know of anything which you believe may present a hazard or danger to the Operative carrying out work before such work is started. You must also make sure that we have clear access to the work area and provide us with a supply of mains electricity and water if necessary. If we incur additional work or expense as a result of your failure to provide us with clear access, mains electricity and water, we may charge you a reasonable additional sum in respect of such additional work and/or expense.
- 4.5. Customers must make their requirements as clear as possible to the Company, we can only complete work to the customers satisfaction when we know all of the following:
  - Required finish.
  - Chosen colour of paint, sealants or grout.
  - Exact position of items that require permanent fixing.

The Company will not be responsible where the above is not specified.

- 4.6. Where a single change to the original specification has been agreed and the change is greater than £50 or 10% of the original order value (whichever is the greater) a variation order will be created for The Customer to accept before the change can be carried out.
- 4.7. Where a single change to the original specification has been agreed (formally or verbally) and the change is less than £50 or 10% of the original order value (whichever is the greater) a variation order **will not** be created. Instead the invoice amount will be adjusted to reflect the change.
- 4.8. Where we agree to undertake works for a Customer those works shall be performed by the designated Operative of the Company at its absolute discretion.
- 4.9. When we have completed the work and/or supplied goods and materials we shall invite you to inspect the work and/or the goods and/or materials and may ask you to sign the job sheet or invoice indicating receipt of those goods and materials and/or that the work has been done. A signed job sheet / invoice or full payment will constitute acceptance of any work done or goods and/or materials supplied.

## **5. Payments**

- 5.1. Payment schedules are detailed on any estimate or quotation we provide but as a general guide the following applies:
  - 5.1.1. For orders of a total cost of less than £500.00, a deposit will not be required. For orders of a total cost greater than £500.00, a deposit of at least 25% will be required. No parts will be ordered until the deposit has been paid in full. If the deposit is in the form of a cheque, parts will not be ordered until the cheque has cleared the banking system.
  - 5.1.2. Where the total quotation value exceeds £1500.00 and the work requires to be split over 1st and 2nd fixes, a stage payment equal to 50% of the quotation value will become payable on completion of the first fix. The remaining 25% will become payable on completion of the works.
- 5.2. Unless specified otherwise payments are due immediately on completion of the works and without exception.
- 5.3. Payment may be made by cash, cheque, bank transfer, Visa, Mastercard, Diners Club or American Express.
- 5.4. Payments made via credit or debit card (Visa, Mastercard, Diners Club or American Express) are subject to a handling fee of 3.75%
- 5.5. Ownership of any parts, materials, certificates issued or warranties remain the property of The Company until cleared payment has been received in full.

## **6. Credit Control**

- 6.1. Where The Customer does not pay The Company the total amount due within 5 working days of the due date of the invoice we reserve the right to apply administration charges to the account in line with the effort and costs involved with recovering monies due. In addition interest on the outstanding amount will accrue daily at a rate of 26.9% APR until cleared payment is received in full.
- 6.2. If after 21 days any payments remain outstanding The Company will seek to recover them using [moneyclaim.gov.uk](http://moneyclaim.gov.uk) or via a debt recovery service. The company reserve the right to apply any further 3<sup>rd</sup> party costs that become due as part of this process.
- 6.3. You must pay The Company an administration charge of £35 in respect of each dishonoured cheque you give us. This will be in addition to any administration charges or interest due as set out in 6.1 as a result of the dishonoured cheque/s.
- 6.4. We or our appointed agents may check your details with one or more licensed credit-reference and fraud-prevention agencies. We may keep a record of this search and the payment details from your account, and share it with other organisations. If a person provides false or inaccurate information and we suspect fraud, this is also recorded. This information may be used by us, and other organisations may search these records to: help make decisions about credit and credit related services for you and members of your household help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and members of your household, trace debtors, recover debt, prevent fraud and manage your accounts or insurance policies; check your identity to prevent money laundering, unless you give us other satisfactory proof of your identity; and carry out statistical analysis about credit, insurance and fraud. They, and other credit and insurance organisations, may also use technology to detect and prevent fraud.

## **7. Cancellation**

- 7.1. Cancellations, without exception, must be notified to The Company in writing, and should be with at least 1 weeks notice where at all possible.
- 7.2. Depending on the nature of the order cancellation, may lead to administrative charges being made. These charges will solely consist of the cost incurred by the Company including time spent and the value of any items quoted where these have been ordered in good faith specifically for the order to which they refer.
- 7.3. Failure to notify the Company of cancellation, may lead to administrative charges being made. These charges will solely consist of the cost incurred by the Company including time spent and the value of any items quoted where these have been ordered in good faith specifically for the order to which they refer.

## **8. Call out**

- 8.1. Evening and weekend call outs will be charged at £50.00 for the first hour, then £45.00 for each additional hour or part thereof. Bank holiday call outs will be charged at £80.00 for the first hour, then £60.00 for each additional hour or part thereof.

8.2. These charges exclude parts and materials which will be charged additionally.

**9. Electrical Installations**

**9.1. New Consumer Units**

9.1.1. If a new consumer unit is being provided, it will be necessary to disconnect the electrical supply to the property for approximately 2 hours. If this is likely to cause personal distress, please contact the Company so that provision may be made to deal with this issue.

**9.2. Inspection and Testing**

9.2.1. During the inspection and testing of a completely new installation, it will be necessary to disconnect the electrical supply to the property for up to 4 hours. If this is likely to cause personal distress, please contact the Company so that provision may be made to deal with this issue.

**9.3. Floor coverings and floorboards / floor sheets**

9.3.1. Where the work involves lifting carpets, floorboards, or floor sheets, these will be re-fitted to the best of the Operatives ability. The Company is unable to guarantee a perfect fit. The Operative will not be a professional carpet fitter, and the Company would encourage you to engage the services of an expert. Should you be unable to provide a professional carpet fitter, the Company can provide one for you at additional expense.

**9.4. Wall repairs**

9.4.1. Where holes or chases are involved, the required repairs will be effected to a bare plaster finish, unless agreed by both parties and included the relevant quotation or variance order.

**9.5. Cable Trenches**

9.5.1. All cable(s) that requires to be buried in the ground will be armoured cable(s) (SWA). It will be buried in a trench at a depth of not less than 600mm. The trench will be approximately 250mm wide. 50mm depth of pea shingle, or similar aggregate, will be placed at the bottom of the trench. The cable(s) will be laid on top of the pea shingle. A further 50mm depth of pea shingle, or similar aggregate, will be placed over the cable(s). Caution tape will be placed on top of the 2nd layer of pea shingle or similar aggregate. The remaining depth of trench will be backfilled with the original spoil.

**9.6. Recovery of Old Cable, Wiring and Electrical Fittings**

9.6.1. The Company will assume ownership of all recovered cable, wiring and electrical fittings upon the completion of the work. The only exception to this shall be where the customer declares an interest in ownership prior to the completion of the work.

**10. Disputes**

10.1. Should any dispute arise with either the parts provided, or the quality of workmanship, You must contact the Company at your earliest opportunity, to state the nature of the issue(s). The Company will, based on the information given in any such statement, respond to your request for remedial action at least within 48 hours of the date the statement was made. Depending on circumstance, and the impact on you, the Company will endeavour to respond within 24 hours. The Company cannot guarantee same day response, unless you have no power supply to your property whatsoever, or, during wintertime, your heating has failed due to work carried out by the Company. During these specific types or issue, the Company will use best endeavours to call as soon as possible.

**11. Quality Guarantee**

11.1. In addition to your other legal rights we will Guarantee our workmanship against defects for a period of 90 days and guarantee any goods and materials supplied by us against defects in design materials and workmanship in accordance with the suppliers terms and conditions unless one of the circumstances set out in clause 11.3 applies, in which case no guarantee will be given. We provide an extended warranty of up to 2 years for electrical installations (*full details are available on request*).

11.2. We are not obliged to offer a Guarantee. If after having inspected the work or item we have provided and after considering the work you have requested us to provide we consider we are unable to offer a Guarantee we shall notify you of the reasons accordingly.

11.3. The Guarantee shall be labour only in respect of faulty workmanship for 90 days from completion and the manufacturers warranty in force. The Guarantee will be null and void if the work completed or item supplied by us is:

- Subject to misuse or negligence
- Repaired, modified or tampered with by any person other than a Company Operative
- Subject to a change of use after we have completed the work.

**12. Environmental policy**

12.1. The Company will dispose of all material recovered from site and guarantees to do so in line with accepted environmental rules and regulations.

12.2. As a trade organisation the Company is charged for disposal of such materials at the local recycling centre, however these costs are included in all estimates and quotations.

**13. General**

13.1. Neither we nor you shall be liable for any breach of our respective obligations under the agreement between us where either of us is unable to perform those obligations because of a reason beyond our control.

13.2. We shall not be liable for and accept no responsibility for unavoidable damage caused, or any unforeseeable loss you may suffer as a result of the work carried out, nor shall we be liable for any loss of any nature which is not caused by our negligence or our breach of the terms of the agreement between us.

13.3. You will be liable for any losses or damages (including damage to our equipment) which we suffer as a result of either your negligence or your failure to observe any of your obligations under the agreement between us.

13.4. Nothing in these Terms and Conditions shall reduce your statutory rights relating to workmanship and to faulty or misdescribed goods or those relating to our ownership of goods and materials supplied by us to you.

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*These terms and conditions shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English law.*