

**Candofix Ltd Terms and Conditions.**  
07/11/17

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

"The Company" or "We" shall mean Candofix Ltd

"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 "Technician" shall mean the repairman sent by the Company to undertake the work.

The Company reserve the right to refuse or decline work at our discretion. Where we agree to undertake works for a Customer those works shall be performed by the designated Technician of the Company at its absolute discretion.

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 quotes 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. The total charge to you shall be stated on the Invoice or where no price is stated our current standard price for the services provided. The charge shall consist of the cost of materials supplied by the Company and the amount of time spent by the Technician in undertaking the works (including reasonable time spent obtaining unstocked parts and materials) charged in accordance with the Company's current schedule of rates. We may increase the price payable by you to cover any increase in our costs in providing the services, goods and materials. All charges are subject to VAT at the prevailing rate.

3. Where we have given you quote 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 quoted amount. However, the price payable by you may exceed the Price Quote, but we undertake only to increase the price by a reasonable amount which shall reflect the work done. Price Quotes given by the Company are valid for 28 days from the date they are given. However, we may withdraw the Price Quote at any time before it is accepted by you.

4. We shall not be under any obligation to provide a quote. We shall not be bound by any quotes given in which manifest errors occur.

5. Collection of non-stocked parts and materials is chargeable but:

- a) Time taken shall be kept to a minimum and reasonable
- b) You shall be informed wherever possible when the Technician leaves the premises.

6. We shall invoice for the work undertaken and/or any goods and parts/materials supplied immediately after the work is done and the Total Due on the invoice shall be payable by you. If you do not pay the Total Due within seven days without the Company's authorization we reserve the right to levy an administration charge of £5.

7. Payment may be made by cash, cheque, Visa, MasterCard, Maestro or BACS. Payment on credit will not be permitted unless expressly authorized by us prior to work commencing and/or a credit application having been submitted and approved.

8. Where the Customer does not pay the Company the Total Due within 15 days of the date of the invoice, in addition to the £5 administration charge set out in clause 6 above the Customer must pay us interest on the outstanding amount at the prevailing rate plus 3% per annum or pro rata per month or part of a month thereof and this rate shall apply both before and after the issue of any legal proceedings we may take against the Customer to recover any unpaid amount. You must pay the Company an administration charge of £10 in respect of each dishonoured cheque you give us.

9. In the event that the Technician 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 our hourly charge. This shall apply irrespective of the job being booked directly by you or by someone on your behalf e.g. tenant.

10. The Company will do all that it reasonably can to meet the date given for the Technician to attend. In the case of unforeseen circumstances, beyond the reasonable control of the company, the Company will contact the Customer and agree an alternative date.

11. We will make every effort to complete the work on time (or, if no date has been agreed, within a reasonable time from the date of your order) but we cannot be held responsible for delays due to weather or other circumstances beyond our control. In this case we will complete the work as soon as reasonably possible.

12. 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 shall ask you to sign the invoice indicating receipt of those goods and materials and/or that the work has been done. Your signature on the invoice will constitute acceptance of any work done or goods and/or materials supplied.

13. 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.

14. You must let us know of anything which you believe may present a hazard or danger to the Technician 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.

15. 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 17 applies, in which case no guarantee will be given.

16. 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.

17. The Guarantee shall be labour only in respect of faulty workmanship for 90 days from completion and the manufacturer's 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 Technician

Subject to a change of use after we have completed the work.

18. 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.

19. 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.

20. 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.

21. 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.

## 22. Dispute. Complaints

We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied.

To ensure we are able to put things right as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction.

As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards. In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible.

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 us on 0117 981 2929 or via their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership>

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.