

4U Property Services Terms and Conditions

1. Interpretation:

The Company or We: 4U Property Services Ltd, company registered in England and Wales with company number **11285847**. We operate the website <https://property-services-plumber.business.site/>.

The Client or You: The person/company to whom the Company supplied Labour and/or associated services.

Operative/Specialist/Tradesman: the representative appointed by the Company to undertake the work.

Site: Any land or premises occupied by the Client and any other place provided by the Client on, over or through which the Labour is to operate

4U Property Services Ltd reserves the right to refuse or decline work at our discretion. Where we agree to undertake works for a Client those works shall be performed by the designated Operative of the Company at its absolute discretion.

2. Estimates / Quotations:

- a) Our quotations/estimates are valid for up to thirty days and are subject to availability of resources. All quotations are provided as estimates unless specified as fixed price jobs. They are an estimate of the likely minimum cost of the works, based on the information made available. The final price will be calculated on the basis specified in the estimate, if any, or if none, in accordance with the company's rates and fees applicable at the time the works are carried out and may be increased above or reduced below the specified price.
- b) We will endeavour to complete the work in the estimated time, but any additional chargeable hours will be included in the final price.
- c) 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.

3. Booking Terms:

- a) When you make a booking enquiry by phone/email/Facebook, you will be required to acknowledge that you have read and understood these terms.
- b) Once the time and date for an appointment have been agreed on, availability has been confirmed and payment has been made, you will be given a one hour arrival window.
- c) Any cancellations or changes to bookings with regard to date and time must be made at least 24 hours in advance; otherwise, a cancellation fee of £50.00 applies. The customer has the responsibility to make sure that 4U

Property Services Ltd has been notified with a clear statement (in writing) and is aware of any changes.

- d) Any date(s) mentioned in estimates/quotes either in writing or over the phone 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 estimates/quotes.
- e) If the services requested prove to take longer than estimated/quoted due to unforeseen events, you will be charged accordingly at a cost that is first confirmed with you. Unless the amended cost is confirmed, we will not proceed with the works.
- f) Once the works are completed, the Company will ask the Client to assess the works carried out, thus accepting that the job has been done to standard and indicating receipt of goods/materials purchased. 4U Property Services Ltd head office will issue an official invoice, which is sent to you via email/post, as agreed within 24 hours from completion of the works.
- g) Some of the services 4U Property Services Ltd offers might require a site visit to be carried out prior to the provision of the services. If such a site visit is required, 4U Property Services Ltd will let you know when you make a booking and will arrange a mutually convenient time that 4U Property Services Ltd can visit the property where the services are required to be carried out.

4. Materials:

- a) At the time 4U Property Services Ltd performs the services, it may not have all the materials it needs. In this case, the company may need to purchase materials. If materials are available at local suppliers, then the tradesmen will travel to the supplier, purchase materials and return to the property to continue the works. The travel time is charged at standard charging rate. If the materials are not available from a local supplier, 4U Property Services Ltd normally orders them and returns on another occasion to continue to perform the services. An administration charge of 10% will be applied, which is confirmed with you prior to commencing the process of searching for materials and placing orders.
- b) Parts/materials required to undertake your job will be added to your bill with a mark-up of 20%. While 4U Property Services Ltd does carry a large array of parts, if additional parts are required to be collected from the builders merchant etc. then travel time will be included in the final bill but:

- time taken shall be kept to a minimum and reasonable - customer shall be informed wherever possible when the operative(s) leaves the premises.

c) 4U Property Services Ltd accepts no liability with respect to faulty parts/ materials. If the part is found to be faulty during fitting, the operative will exchange, however if the fault becomes visible after the job has been completed, should the customer require further visit for replacement, additional labour cost will incur.

d) If parts or materials are supplied by the customer and 4U Property Services Ltd deems those parts are not suitable, the company reserves the right not to install or use the incorrect materials or parts.

e) Any parts or materials supplied by 4U Property Services Ltd remains the company's sole property until such time as the final balance for works completed has been received and cleared by the company's accounts.

f) 4U Property Services Ltd accepts no liability in respect of late or non-delivery of materials.

5. Your Obligations:

a) You will provide, on request, any information that 4U Property Services Ltd reasonably requires to enable 4U Property Services Ltd to provide the services. 4U Property Services Ltd will contact you about this. If any information you provide is incomplete or incorrect, 4U Property Services Ltd may make an additional charge of a reasonable sum to cover any extra work that is required. Any additional charges will be agreed with you in advance.

b) Where access to your property is required, you will allow 4U Property Services Ltd to gain access to your property at the agreed dates and times when 4U Property Services Ltd will perform the services. If keys are provided, they must open and close all locks without any special effort. If the property is protected by an alarm, you must provide full details of how to disable and reset it. You agree to notify 4U Property Services Ltd if you provide the keys. If you require collection from agency and returning of the keys, you must give reasonable notice of this request (at least 24 hours). If the operative is unable to get access to the property on the agreed date and time that you have booked, you will be liable to pay £50.00, the equivalent of the cancellation fee.

- c) You will be responsible (at your own cost) for preparing the property for the supply of the services, where necessary, making safe any appliances or equipment, removing (if you are able to) any items from the areas in the property where 4U Property Services Ltd will be performing the services, covering any items, furniture or fittings which you will not be moving, to protect them from dust or dirt, as well as for securing or removing any valuables, breakables or sentimental items by the date and time when 4U Property Services Ltd is due to commence the works.
- d) You shall provide at your expense, clear access to the work area, all necessary electricity/water supplies that might be required to enable the operative to carry out the work. Additional charges might apply otherwise.

6. Work Guarantee:

- a) All work carried out by 4U Property Services Ltd is guaranteed against faulty workmanship under normal usage for a period of three months from the date on completion of the job when payment is made. If a fault has occurred due to misuse of the repaired item then a fee may be chargeable to remedy the work. Notice will be given to the customer before any remedial work is carried out if an additional cost is to be incurred.
- b) 4U Property Services Ltd is not obliged to offer a guarantee. If after inspecting the work carried out, we consider we are unable to offer a guarantee, we shall notify you of the reasons accordingly.
- c) Any guarantees offered refer strictly to labour, in respect of faulty workmanship. The guarantee becomes null and void if the work completed is subject to misuse or negligence, repaired, modified or tampered with by any other person other than an official 4U Property Services Ltd operatives.

7. If there is a problem with the services:

- a) Please contact 4U Property Services Ltd either by phone or email and explain the issue as soon as possible. Give as many details as possible regarding the issue, including pictures, where necessary.
- b)
- c) Please allow 4U Property Services Ltd a reasonable opportunity to investigate the problem and, if 4U Property Services Ltd was at fault, arrange to correct the problem
- d) If 4U Property Services Ltd was at fault, it will use every effort to correct problems as soon as reasonably practicable

8. General:

- a) Where the provision of the services cannot be completed within a day, you will allow 4U Property Services Ltd to leave any tools or materials at your property overnight or at any other times when it is not performing any services, if necessary.

- b) 4U Property Services Ltd cannot accept liability for its failure to complete all or part of the services where such failure is caused by your failure to book for the recommended number of hours or where you require 4U Property Services Ltd to carry out additional tasks over and above what was originally booked.
- c) 4U Property Services Ltd shall not be held liable for unavoidable damage caused, or any unforeseeable loss the customer or any other party 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 and agreement between us.
- d) For the avoidance of doubt, 4U Property Services Ltd shall have no responsibility or liability in relation to the following:
 - I. Pre-existing wear and tear, damage, defects or faults in your property, its contents or belongings.
 - II. Disruption to the services or damage to the property or belongings caused by third parties who are present on site during the performance of the services.
 - III. Damage to the property, its contents or your belongings caused by faulty products, materials or equipment provided by you and used by 4U Property Services Ltd in the performance of the services.

9. Payment Terms:

- a) Data Protection
 - I. The data that you provide during this transaction will only be used for the purpose of recording your payment. We shall abide by the principles of the Data Protection Act 1998 and ensure that the data is used for no other purposes and is disclosed to no third party.
 - II. Any personal data supplied by you will be held, stored, used and/or processed (as and when necessary) by us for the purpose or purposes for which it is provided and in accordance with the Data Protection principles and any other requirements of the Act. Disclosure of this information will not take place and will not be given to any third parties unless they show reasonable cause for us to make such a disclosure and then only to the extent that the law allows, e.g. prevention and detection of crime.
- b) For jobs estimated at under £200 and estimate visits, payment is required in advance by bank transfer or credit/debit card (2% surcharge applies for card payments). The appointment will not be booked in until payment is made.

- c) For jobs exceeding £200, payment terms will be confirmed with the client prior to making visits arrangements. Once client confirms they are happy with the terms, 4U Property Services Ltd shall raise the invoices accordingly. The customer shall pay each invoice directly to 4U Property Services Ltd. Failure to pay deposit at least 3 days prior to commencing the work will result in the job being re-scheduled and a 10% penalty of the estimated value being levied. Failure to make payments at scheduled intervals will result in the job being cancelled and or re-scheduled and a 10% penalty of the quotation value will be levied and charged on top of existing quoted value.
- d) Payment can be made by cash, bank transfer or debit/credit card. A 2% charge applies to credit and debit card payments.
- e) The customer shall pay all amounts due under the agreement in full without any deduction or withholding except as required by law and the customer shall not be entitled to assert any credit, set-off or counterclaim against 4U Property Services Ltd in order to justify withholding payment of any such amount in whole or in part.
- f) If the total due is not paid immediately without the company's authorisation, we reserve the right to levy an administration charge of £25.00 per week. Where the total due is not paid by the customer within 5 days of the date of the completion of the works, in addition to the £25.00 administration charge, the customer must pay interest on the outstanding amount at the prevailing rate plus 4% per annum or pro rate per month or part of the 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.
- g) Snagging: Where the works have been priced by way of a fixed price Quotation and have been completed subject to snagging, 95% of all amounts outstanding must be paid on such completion and the Customer must provide access to 4U Property Services Ltd without delay to enable the snagging to be finalised. The balance of 5% will become payable upon the finalization of the snagging or, if access has not been made available to carry out the snagging within 14 days of completion, at the expiry of such 14 day period.
- h) 4U Property Services Ltd shall be entitled to charge £50 per communication due to non-payment 14 days after initial payment grace period has passed.

- i) The Company shall not be required to issue or deliver any certificates, guarantees or other similar documents regarding the works until payment has been made in full.
- j) Where the Client is represented by a third party (such as a managing agent, contractor or other representative), in the event of non-payment by the Client, the third party will be responsible for payment unless 4U Property Services Ltd has agreed otherwise in writing.
- k) You must pay 4U Property Services Ltd an administration charge of £25.00 in respect of each dishonoured cheque you give us.
- l) 4U Property Services Ltd reserves all rights to acquire clients' card details to secure measures in regard to last minute cancellations in accordance to our terms and conditions. This method is agreed during the booking arrangement, and details will be destroyed after payment and service completed.
- m) Limits on liability: We do not accept responsibility for any loss you or anybody else might suffer because:
 - I. Any instruction or information you send us is sent in error, has failed to reach us, is distorted or incorrect
 - II. Payment is refused or declined by the credit/debit card supplier for whatever reason
 - III. We cannot accept liability if payment is refused or declined by the credit/debit card supplier (due to the customer quoting incorrect card details or other reasons).
- n) Removal of Waste Materials: Unless agreed in writing between the parties, the Customer will be responsible for the removal from site of all waste materials resulting from the Works.
- o) Parking: parking for the duration of the work is to be arranged by the client, unless otherwise stated on our estimate. Any Parking fines or charges that are incurred will be paid by the client.
- p) Refunds/cancellation policy: Any cancellations or changes to bookings with regard to date and time must be made at least 24 hours in advance; otherwise, a cancellation fee of 50% of the cost of the job applies. The

customer has the responsibility to make sure that the 4U Property Services Ltd office has been notified with a clear statement (in writing) and is aware of any changes. Refunds will be credited back to the original credit card used for payment. If you change your mind after completing a transaction, please call us on 07772 699519/07854 390362 or e-mail propertyservices03@gmail.com for further advice.