



Quote Acceptance Conditions of Contract

Dear

Address:

Many thanks for choosing Nottingham Maintenance Ltd. In order to book the works in please read carefully the terms and conditions below and return a completed for to the office.

Working hours: Nottingham Maintenance Ltd business hours of works are 09.00am – 17.00pm Monday to Friday (excluding bank holidays).

Access to facilities: Where required, Nottingham Maintenance Ltd will expect access to water and electricity unless stated otherwise within the quotation. If these amenities are not available and Nottingham Maintenance Ltd have to provide, extra costs will be applied. The customer will be notified of these prior to the work continuing for authorisation.

Please note that Nottingham Maintenance will charge £60 plus vat per operative that is scheduled onsite and cannot gain site access due to fault of the customer, this will be added to your final invoice.

Terms of payment: As stated on Nottingham Maintenance invoices, payment is expected within seven working days after the date that appears on the invoice. Any invoices that are not paid within seven working days of the invoice date will be subject to interest charges of 3% above the Bank of England base rate.

Owners address if different to above (for invoice purposes):
.....

I confirm that I have read the terms and conditions above and would like to proceed with the works agreed.

Sign: Date:

Preferred work date and time:

Kind regards

Nottingham Maintenance Ltd



NOTTINGHAM MAINTENANCE LTD

Unit 2
Midland Court
Nottingham
NG7 3FH

www.nottinghammaintenance.co.uk

info@nottinghammaintenance.co.uk

Tel: 01157 117 227

Notice of the Right to Cancel

You have the right to cancel this contract if you wish, within seven calendar days starting on the day this Notice of the Right to Cancel is received by you. Cancellation should be communicated in writing or by email to Nottingham Maintenance Ltd. Notice of cancellation is deemed to be served as soon as it is posted or sent to the trader, or in the case of an email, from the day it is sent. You may use the cancellation notice on the bottom of this form to exercise this right if you wish.

Date of issue:

Name of Trader: Nottingham Maintenance Ltd

Description of contract:

Email address in which the cancellation Notice can be sent to:

email@nottinghammaintenance.co.uk

Cancellation Notice

Complete this section ONLY IF YOU WISH TO CANCEL THE CONTRACT.

I _____ hereby give notice that I wish to cancel my contract.

Signed Date

Name and Address

Work begun prior to the expiry of the cancellation period

If you have agreed in writing that work will commence before the seven day cancellation period expires, and you subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any works carried out and or materials used or ordered for the works. You are asked to confirm in writing that works may commence before your cancellation period expires.

Credit agreement

The credit agreement related to this contract will automatically be cancelled if you cancel the contract for the goods/services.

Kind regards

Nottingham Maintenance Ltd

(Start Work Now Waiver, only complete if works are starting within 7 days)

Customer Name

Address

Date

(delete parts that don't apply)

BY POST AND/OR AND/OR BY E-MAIL TO
Builders Name: Nottingham Maintenance Ltd

Address: Unit 2, Midland Court, Radford, Nottingham, NG7 3FH

Re BUILDING WORK at

Property Work Address

I/we confirm that;

1 **I/we** do NOT want to exercise **my/our** right to cancel this contract, without charge, within 7 days of signing the Contract.

2 **I/we** want **you** to START WORK NOW

3 **I/we** understand that this means that **I/we** will be liable to pay **you** for any work after this instruction to **you** to 'Start Work Now'

Yours sincerely

**STANDARD TERMS AND CONDITIONS
FOR SUPPLY OF SERVICES**

OF

Nottingham Maintenance Ltd

1 INTERPRETATION

In this document the following words shall have the following meanings:

- 1.1 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.2 "Customer" means any person who purchases Services from the Supplier;
- 1.3 "Proposal" means a statement of work, quotation or other similar document describing the services to be provided by the Supplier;
- 1.4 "Services" means the services specified in the Proposal;
- 1.5 "Supplier" means Nottingham Maintenance Ltd of Unit 2, Midland Court, Radford, Nottingham, NG7 3FH;
- 1.6 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services, by virtue of any statute, law or regulation.
- 2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

3 THE ORDER

- 3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of 30 days.
- 3.2 The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.
- 3.3 All Orders for the Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

4 PRICE AND PAYMENT

- 4.1 The price for the Services is as specified in the Proposal and is inclusive of VAT and any applicable charges outlined in the Proposal.
- 4.2 Payment of the price shall be in the manner specified in the Proposal.
- 4.3 If the Customer fails to make any payment within 14 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 3% above the Bank of England base rate per month on the outstanding amounts.

5 DELIVERY

- 5.1 The date of delivery of the Services is as specified in the Proposal. The Supplier may vary these times by intimating in writing details of the change to the Customer but in any event, the Services will be delivered within 30 days of the contract date unless there is an agreement with the Customer to the contrary.
- 5.2 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Services.

6 CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

- 6.1 co-operate with the Supplier;
- 6.2 provide the Supplier with any information reasonably required by the Supplier;
- 6.3 obtain all necessary permissions, licences and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and
- 6.4 comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

7 SUPPLIER'S OBLIGATIONS

- 7.1 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 7.2 The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.
- 7.3 The Supplier provides the following guarantee(s) in relation to the Services carried out:

8 LIMITATION OF LIABILITY

- 8.1 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date, work will be carried out within a reasonable time.

9 CANCELLATIONS

- 9.1 The Customer may cancel an Order by notifying the Supplier in writing at the address above within 7 days of placing an Order and any deposit paid will be refunded in full.
- 9.2 If the Customer fails to cancel the order within the time specified in Clause 8.1 any deposit paid may not be returnable.

10 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

11 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

12 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.