

# ECO HOMES WIRRAL LTD

## TERMS AND CONDITIONS

### 1. Application

1.1 We are quoting on the assumption that You are a "Consumer" as defined in Clause 3 below.

1.2 You may only accept the quotation if You are a "Consumer". If You are not, the quotation will not be valid. In that case, please let Us know and We will try to provide a quotation for You as a non-"Consumer".

1.3 These Terms and Conditions apply to the supply of the services detailed in the quotation ("Services") by Eco Home Wirral Ltd a company registered in England under number 12967826 whose registered office is at 251 Cleveland St, Birkenhead, Wirral CH41 3QF. No other terms and conditions will apply unless We and You agree in writing that they will apply.

### 2. Information

2.1 We are required by the Regulations (as defined in Clause 3 below) to ensure that certain information is given or made available to You as a Consumer before We make our contract with You (i.e. before you accept Our quotation) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will ensure that We have made it available to You before You accept the quotation.

2.2 All of that required information, and any other information We give You about the Services or Ourselves which You take into account when deciding to accept the quotation or when making any other decision about the Services, will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

### 3. Interpretation

3.1 A "**Consumer**" means a consumer as defined in the Consumer Rights Act 2015. In relation to these Terms and Conditions, it means Our customer who is an individual and who receives the Services for the customer's personal use and for purposes wholly or mainly outside the purposes of any Business.

3.2 A "**Business**" means any business, trade, craft, or profession carried on by You or any other person/organisation.

3.3 The "**Regulations**" means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

3.4 A "business day" means any day other than a Saturday, Sunday or bank holiday.

3.5 The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.

3.6 Words signifying the singular will include the plural and vice-versa.

### 4. Services

4.1 From the commencement date stated in the quotation or agreed verbally or by email and in return for payment of the Fees, We shall provide the Services to You.

4.2 We shall use reasonable care and skill in carrying out the Services and shall comply with any and all relevant codes of practice.

4.3 We shall use Our reasonable endeavours to complete the Services in the time stated in the quotation. However, that time is only Our estimate of the time needed, and if We take longer than estimated, and it is more than a reasonable time in all of the circumstances (including delay due to Force Majeure (see Clause 13 below), We will allow You an appropriate reduction in the Fees. This shall never exceed 10% of the contract price.

### 5. Your Obligations

If We need information, materials, consents or other things from You to provide the Services, You will need to provide them to Us or give Us access to them, and if You do not, We will not be liable to You if We delay or fail to provide the Services due to Your failure to comply with this Clause 5.

### 6. Fees [and Deposit]

6.1 You shall pay Us the fees ("Fees") set out in the quotation for the Services.

6.2 In addition to the Fees, You shall pay Us reasonable incidental expenses for materials We use and for goods and / or services supplied to Us by third parties that We need to use to provide the Services.

6.3 You shall pay Us for any additional service provided by Us not set out in the quotation either at Our hourly rate for that service which applies when We provide that service or at another rate if We agree another rate with You. Sub-Clause 6.2 also applies to those additional services.

6.4 Fees stated are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

6.5 You shall pay Us a deposit ("Deposit") as stated in the quotation either at the time You accept the quotation or within 3 days after You accept it.

6.6 If You do not pay the Deposit to Us as stated by sub-Clause 6.5, it will be a breach of contract by You, and We will then be entitled either to delay beginning the Services until You pay it or, if We decide to do so instead, not provide the Services and terminate Our contract with You under Clause 8.

6.7 Payment of a Deposit shall be part payment of Fees. We will keep it in part payment of the Fees due and any liability You have to Us under Clause 10.3.3, but in any other case We will refund it to You.

### 7. Quotation, Contract and Variation

7.1 Whether or not Your enquiry/order for the Services is an *offer* to purchase the Services, Our quotation is Our response to Your enquiry/order but the quotation is *not an acceptance* by Us of Your enquiry/order.

7.2 The quotation We give to You is Our contractual *offer* to provide the Services to You. Your acceptance of the quotation will be Your confirmation that You are a Consumer, and You may not accept it if You are not a Consumer. If and when You accept that offer in writing, it will be Your and Our agreement to the quotation and these Terms and Conditions, and there will then (from the time that You accept the quotation) be a legally binding contract between You and Us on those Terms and Conditions for Us to provide the Services in accordance with the quotation.

7.3 You may validly accept the quotation within 30 days from the date of the quotation but You may not do so if, before You have accepted it, We tell you in writing that We are withdrawing it.

7.4 If We or You do not wish to proceed with Your enquiry/order for any reason, We may withdraw the quotation and You may cancel or withdraw Your enquiry/order if You have not yet accepted (or have rejected) the quotation.

7.5 If You wish to vary any details of the Services, You must tell Us in writing as soon as possible. We shall tell you of any addition to the Fees that will be payable for the changes and will make the changes if We reasonably can do so. Only if You and We agree the changes and the addition (if any) to the Fees, will the Services be varied and We will then invoice You for the additional Fees (if any) agreed.

7.6 If at any time, due to circumstances beyond Our control, We have to make any changes in the Services or the arrangements relating to the provision of them, We shall tell You immediately. We shall keep any such changes to a minimum and will not increase the Fees, and We will try to ensure that the changes are not of any real significance to You. However, if the changes will be of real significance to You, You may cancel the Services as from the time that We tell You the changes will come into effect and You will not be liable for any Fees for any period after that time. We will not be liable to You if You cancel in those circumstances but We will refund any Deposit or other advance payment if it exceeds the Fees You have paid or are payable under the contract for the period up to the date the changes come into effect.

### 8. Payment

8.1 If You accept the quotation (see sub-Clauses 7.2 and 7.3), We shall invoice You for the Fees either (a) when We complete the Services (if We have not set out any invoice date/s in the quotation); or (b) on the invoice date/s, if We have set out [an] invoice date/s in the quotation.

8.2 You shall pay Us the Fees within 2 days after the invoice date, or instead, if We and You have agreed any other time/s or period/s for payment, by that time or within that period.

8.3 If You do not pay Fees on time (as required by sub-Clause 8.2), We may, (without affecting our right to later terminate under sub-Clause 10.3.3) charge You interest accruing on a daily basis at the rate of 10% per annum above the Barclays Bank base rate from time to time on the amount outstanding until You make payment in full.

8.4 We will give You a receipt for any payment only if You ask Us for a receipt.

8.5 You must make all payments in £ Sterling unless We and You agree in writing to some other currency.

### 9. Sub-Contracting

9.1 We may sub-contract provision of any or all of the Services.

9.2 Where We sub-contract the provision of any or all of the Services, We shall ensure that any and all sub-contractors are reasonably skilled in the relevant practices. We may not pass on to You any additional charges We incur through the use of any sub-contractor/s.

### 10. Termination

10.1 If the contract we make with You is not made on Our premises, the Regulations give You the following cancellation rights, and those rights will be in addition to the rights You have under the law and the rights We have given to You under these Terms and Conditions:

10.1.1 You may for any reason cancel any of the Services during the 14 day period after You accept the quotation, but if the quotation includes any Services to be provided on any date/s falling before the end of that 14 day period and if You expressly request Us to provide those Services and We do so, You may not cancel the Services to be provided in that 14 day period, and You must pay for them as required by these Terms and Conditions. You may also during that 14 day period cancel any Services covered by the quotation which are to be provided either:

(a) after the end of that 14 day period; or

(b) during that 14 day period if they are Services which You have not expressly requested Us to provide in that 14 day period.

10.1.2 If all of the Services covered by the quotation have been fully provided within that 14 day period, You will lose the right to cancel those Services.

10.1.3 If, as allowed by the Regulations (and this sub-Clause 10.1), You request that the Services to be provided are to be cancelled by You, You must confirm this in any way convenient to You.

10.1.4 If You cancel as allowed as above, and You have already made any payment(s) to us for the Services, We will refund the payment(s) to You within 14 days of receiving Your cancellation less any amount due for those Services

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that We have already provided to You, and You will not have any liability to Us in relation to that cancellation except to pay for them as set out in sub-Clause 10.1.1.

10.2 If the right to cancel under the Regulations is available to You (as set out in sub-Clause 10.1), You may choose to use either that right or, if the following circumstances apply, the following rights instead. If the right under the Regulations is not or is no longer available, You may instead use any of the following rights where applicable as follows. You may terminate the provision of the Services and the contract at any time:

10.2.1 immediately if We fail to provide or We delay in providing the Services if that failure or delay is a breach of either these Terms and Conditions or of any requirement of the Consumer Rights Act 2015 or of any other applicable legislation. In that case we shall refund to You in full any deposit or other amount that You have paid us, and You will not be liable to Us for any Fees or other amount in respect of any Services We have provided or have yet to provide. We will be liable to You for any such breach, subject to Clause 12; or

10.2.2 without any reason, if You give Us at least 7 days prior notice, and sub-Clause 10.4 will then apply; or

10.2.3 without any reason and without notice, and sub-Clause 10.4 will then apply, and, *in addition*, You will be liable to Us for the amount of any net financial loss that We suffer due to Your termination but not exceeding 100% of the total price of the Services covered by the quotation calculated as follows:

More than 7 days notice – no charge

Less than 5 days notice – 20% of total contract value

Less than 2 days notice – 60% of total contract value

Less than 1 days notice – 100% of the contract value

Sub-Clause 7.6 also contains a right for You to cancel the Services in the circumstances set out there.

10.3 We may terminate provision of the Services and the contract immediately, and sub-Clause 10.4 will then apply, if:

10.3.1 You commit a serious breach of Your obligations under these Terms and Conditions; or

10.3.2 You are or become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors; or

10.3.3 You do not pay Us all or any Fees or deposit or other amounts payable on time (even if We have previously charged You interest under sub-Clause 6.3) and We have given You at least 14 days prior notice of our intention to terminate; or

10.3.4 We find that you are not a Consumer.

10.4 On termination under any of sub-Clauses 10.2.2, 10.2.3, or 10.3, Fees will be payable by You up to the date of termination as follows. Where the Services are an ongoing service to be provided over a period before and after the date of that termination, or where only part of the Services have been provided by that date, Fees will be payable if the Services which have been provided are of benefit to you although incomplete, and the amount payable will be based on the Fee rate or in proportion to the total price plus the costs of materials supplied or purchased for your Service. If sub-Clause 10.2.3 applies, note that an additional amount may be payable under that sub-Clause.

10.5 If You are liable to Us under this Clause 10 for any amount/s, We may take that amount from any deposit that we hold and shall return any balance to you. However, if the deposit that We take is less than Your liability, You must pay Us the difference.

### 11. Intellectual Property

We reserve all copyright and any other intellectual property rights (if any) which may subsist in anything We create, use, or provide in connection with provision of the Services. We reserve the right to take any action as appropriate to restrain or prevent the infringement of such intellectual property rights. Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

### 12. Liability and Consumer Rights

12.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.

12.2 We provide Services to You only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide to You are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

12.3 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

**12.4 Furthermore, If you are a Consumer, either as defined by the Consumer Rights Act 2015 or for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under the Consumer Rights Act 2015, the Regulations, or any other applicable consumer protection legislation, as that legislation is amended from time to time. All such duties, obligations, rights, remedies and liabilities under such legislation are in addition to those under these Terms and Conditions.**

12.5 For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

### 13. Data Protection

We will only use Your personal information as set out in Our Privacy Notice available from website <https://www.ecohomeswirral.com>

### 14. Force Majeure

Neither We nor You ("first party") will be liable to the other for any failure or delay in performing obligations where the failure or delay is due to a cause beyond the first party's reasonable control ("Force Majeure"). In that case the failure or delay will not be a failure or delay contrary to these Terms and Conditions or the quotation.

### 15. Communications

15.1 All notices or other communications from You or Us under these Terms and Conditions must be in writing.

15.2 A notice will be valid and effective if sent by email or pre-paid post to the email address or postal address of, as the case may be, You or Us, which is stated in the quotation.

### 16. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

### 17. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

### 18. Complaints

Whilst We use all reasonable endeavours to ensure that Your experience as Our customer is positive, We want to hear from You if You have any complaint about Our Services or any other complaint about Us or any of Our staff. Please raise any complaint with Andrew McCausland, Managing Director, Eco Homes Wirral Ltd who is available at Our premises or by email at [andrew@ecohomeswirral.com](mailto:andrew@ecohomeswirral.com)

### 19. Law and Jurisdiction

19.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.

19.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.

19.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.