



TERMS & CONDITONS

These Terms and Conditions shall apply to the provision of building services by Berkshire Maintenance Services Ltd a company registered in England under company number 14234823 whose registered office is at 10 Hawkridge Court, Cherbury Close, Bracknell, Berkshire, England, RG12 9JQ and whose trading address is at Ledger Farm, Forest Green Road, Fifield, Maidenhead, Berkshire SL6 2NR ("BMS") to customers that require their building services.

Definitions and Interpretations are attached in Schedule 1

1.

- 1.1 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.1.1 "writing", and any similar expression, includes a reference to any communication effected by electronic transmission or similar means;
 - 1.1.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.1.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.1.4 a Schedule is a schedule to these Terms and Conditions;
 - 1.1.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.1.6 a "Party" or the "Parties" refer to the parties to the Agreement.
- 1.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.3 Words referring to the singular number shall include the plural and vice versa.
- 1.4 References to any gender shall include any other gender.
- 1.5 References to persons shall include corporations.

2. Orders

- 2.1 BMS accepts orders for their Services through emails, and via our website.
- 2.2 When placing an Order the Customer shall set out, in detail, the Services required. Details required include the location and size of the Property, the number and type of rooms or structures in which or in relation to which work is required and the type(s) of work.
- 2.3 Once the Order is complete and submitted BMS shall, unless they do not wish to provide any quotation for the Services required, shall either attend the premises to review the works needed and/or prepare and submit a Quotation to the Customer either by email or first-class post which shall set out the required

Deposit and Fee, detailed in Clauses 3 and 4 respectively.

- 2.4 The Customer shall be free to make changes to the Order and Quotation prior to acceptance of the Quotation by the Customer but changes to a Quotation shall only have effect if and to the extent that a revised Quotation in which they are included is issued to the Customer. The Customer may accept the Quotation or, where applicable, the revised Quotation, by telephone, email or first-class post. Unless and except as BMS may otherwise agree in writing at any time, a Quotation shall only remain valid for acceptance within 90 days after it is issued by BMS.
- 2.5 Notwithstanding BMS's issue of a Quotation or acceptance of an Order or the Customer's issue of an Order or acceptance of a Quotation, no binding agreement between the parties in relation to any of the Services shall exist or be effective until both parties execute the Agreement and the Deposit has been paid in full whereupon a binding agreement between them shall come into existence and be effective.
- 2.6 Notwithstanding Clause 2.5, if the Deposit has not been paid by the date which is 7 days after the date of execution of this Agreement, BMS shall be entitled, provided that it has not commenced the Services, to refuse to accept any Deposit tendered after that period of 7 days and to notify the Customer that the Agreement shall not thereafter come into existence.

Fire Door Installations and Maintenance

- 2.7 BMS shall ensure that all fire door installations and maintenance services comply with the relevant building regulations, safety standards, and any applicable laws, including the Regulatory Reform (Fire Safety) Order 2005.
- 2.8 BMS will provide written confirmation that all fire doors installed or maintained meet the appropriate fire resistance standards and have been inspected by a certified professional.
- 2.9 The Customer is responsible for ensuring that the Property is prepared for fire door installation, including compliance with any pre-installation safety checks required by BMS.
- 2.10 Following installation, the Customer shall be responsible for arranging regular maintenance checks to ensure ongoing compliance with fire safety regulations. BMS can provide periodic maintenance services upon request, and a separate agreement can be arranged for such services.
- 2.11 BMS shall not be liable for any non-compliance, defects, or failures resulting from the Customer's failure to arrange regular maintenance checks, inspections, or repairs as recommended or required under fire safety regulations.

3. Deposit

- 3.1 At the time of accepting the Quotation or not more than 7 days thereafter the Customer must pay a Deposit to BMS unless agreed otherwise in writing. The Deposit shall be 30% of the Quoted Fee.
- 3.2 Subject to the provisions of Clause 8 the Deposit shall be non-refundable.

4. Fees and Payment

- 4.1 The Quoted Fee shall include the price payable for the Services and for the estimated sundry parts, products and materials required to render the Services and complete the Job as per the Quotation.
- 4.2 BMS shall use all reasonable endeavours to use only the sundry parts products

and materials required (and quantities thereof) set out in the Quotation and the Agreement; however, if additional sundry parts, products or materials required are required the Final Fee shall be adjusted to reflect this. Any such increases shall be kept to a necessary minimum.

- 4.3 In the event that the prices of sundry parts or products to be procured by BMS increase or the costs of materials or services to be procured by BMS during the period between the Customer's acceptance of the Quotation and the commencement of the Services, BMS shall inform the Customer of such increase and of any difference in the Final Fee.
- 4.4 BMS shall invoice the Customer for the Final Fee when the provision of the Services and the Job is complete.
- 4.5 All invoices must be paid within 30 days of receipt by Customers.
- 4.6 BMS reserves the right to charge an administrative fee of £25 for each reminder or communication sent to chase overdue payments
- 4.7 Unless otherwise agreed in writing, BMS reserve the right to charge interest on overdue invoices at a rate of 8.0% over the Bank of England base rate, as well as any statutory compensation, from the date the invoice became overdue until payment is made, and the account settled.
- 4.8 If BMS is required to obtain legal advice and/or issue proceedings to recover any fees or disbursements and we are successful in such proceedings, the Customer agrees that they will pay Our advisory and/or legal costs of such proceedings even if the amount claimed is suitable for the small claims track.

5. Services

- 5.1 Prior to the start of the Job BMS shall carry out a full inspection of the Property in order to ensure that the agreed Services are appropriate for the Property, practical and can be rendered safely.
- 5.2 The Services shall be rendered in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by mutual agreement from time to time).
- 5.3 BMS may provide sketches, plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 5.4 BMS shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best trade practice.
- 5.5 BMS shall ensure that all products, parts, materials and other goods used in rendering the Services are in compliance with any relevant standards and are free of defects at the time of use.
- 5.6 Inasmuch as is reasonably possible, BMS shall ensure that no work done will have any effect on the Property outside of the Work Area. Where any such effects occur, BMS shall carry out all necessary remedial work at no additional cost to the Customer.
- 5.7 BMS shall ensure that they comply with any and all relevant codes of practice.
- 5.8 While rendering the Services BMS shall ensure that furniture, flooring and walls in the Work Area that are not the subject of the Services are suitably covered and protected for the duration of the Job.

- 5.9 BMS shall properly dispose of all waste that results from their rendering of the Services.
- 5.10 If any damage is done by BMS during the course of the Job, BMS shall make good that damage prior to completing the Job.
- 5.11 Where any inspections are required following the completion of the Job it shall be BMS's responsibility to ensure that those inspections are carried out.

6. Defects

- 6.1 Under no circumstances will BMS be responsible for any defects which result from the work of third-party contractors over which he has no control.
- 6.2 Prior to the completion of the Job BMS and the Customer will work together to produce a snag list identifying any faults or defects in BMS's work which will require rectification prior to completion.

7. Customer's Obligations

- 7.1 If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.
- 7.2 If any party wall agreements are required in order for the Services to be rendered, it shall be the Customer's responsibility to enter into those agreements prior to the start of the Job.
- 7.3 The Customer shall ensure that BMS can access the Property at the Agreed Times to render the Services.
- 7.4 The Customer shall have the option of giving BMS a set of keys to the Property or being present at the Agreed Times to give BMS access. BMS warrants that all keys shall be kept safely and securely.
- 7.5 The Customer shall ensure that BMS has access to electrical outlets and a supply of hot and cold running water.
- 7.6 The Customer shall ensure that the Work Area is kept clear of furniture, fixtures and fittings and out of use for the duration of the Job unless otherwise directed by BMS.
- 7.7 If the Customer does access the Work Area at any time during the course of the Job, they must observe all relevant health and safety rules and must comply with any additional instructions given to them by BMS.
- 7.8 The Customer must give BMS at least 24 hours' notice if BMS will be unable to provide the Services on a particular day or at a particular time. BMS will not invoice for cancelled Visits provided such notice is given. If less than 24 hours' notice is given BMS shall invoice the Customer at their normal rate.
- 7.9 Unless redecoration following the quoted works forms an agreed part of the Services, any such work (or the making of arrangements for it) shall be the Customer's responsibility.

8. Cancellation

- 8.1 Consumers:** Consumers have the right to cancel this Agreement within 14 days of entering into the contract without giving any reason, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

8.1.1 Consumers have the right to cancel this Agreement within 14 days of entering into the contract without giving any reason.

8.1.2 To exercise the right to cancel, the Consumer must inform BMS in writing of their decision to cancel the Agreement within the 14-day period.

8.1.3 If the Consumer has requested that Services commence during the cooling-off period, the Consumer may still cancel, but they will be liable for a proportionate amount of the agreed fee for the Services provided up to the point of cancellation.

8.1.4 In cases where the full service has been completed during the 14-day cooling-off period at the Consumer's request, the right to cancel will no longer apply, and the Consumer will be liable for the full payment of the agreed fee.

8.2 Commercial Customers:

The Customer may cancel or reschedule the Job at any time before the Agreed Date. The following shall apply to cancellation or rescheduling:

8.2.1 If the Customer cancels the Job more than 14 days before the Agreed Date BMS shall issue a refund of sums paid, including the Deposit.

8.2.2 If the Customer reschedules the Job more than 14 days before the Agreed Date BMS shall retain all sums paid, including the Deposit and shall deduct all such sums from any related balance payable on the rescheduled Job.

8.2.3 If the Customer cancels the Job less than 28 days but more than 14 days before the Agreed Date BMS shall refund any sums paid less the Deposit.

8.1.4 If the Customer reschedules the Job less than 28 days but more than 14 days before the Agreed Date BMS shall retain any sums paid including the Deposit and shall deduct all such sums (excluding the Deposit) from any balance payable on the rescheduled Job. A new Deposit shall be payable on the rescheduled Job.

8.1.5 If the Customer cancels the Job less than 14 days before the Agreed Date BMS shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued.

8.1.6 If the Customer reschedules the Job less than 14 days before the Agreed Date BMS shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued and no sums paid will count toward the fees and Deposit payable on the rescheduled Job.

8.1.7 BMS may cancel the Job at any time before the Agreed Date and shall refund all sums paid, including the Deposit.

9 Liability, Indemnity and Insurance

9.1 BMS shall ensure that they have in place at all times suitable and valid insurance which shall include public liability insurance.

9.2 BMS's total liability for any loss or damage caused as a result of their negligence or breach of these Terms and Conditions or of the Agreement shall be limited to £1000 or 10% of the cost of the project, whichever is the lesser amount.

9.3 BMS is not liable for any loss or damage suffered by the Customer which results from the Customer's failure to follow any instructions given by the Builder.

9.4 Nothing in these Terms and Conditions or in the Agreement shall limit or exclude BMS's liability for death or personal injury.

9.5 Subject to Clause 9.2, BMS shall indemnify the Customer against any costs, liability, damages, loss, claims or proceedings arising out of BMS's rendering of the

Services or any breach of these Terms and Conditions.

- 9.6 The Customer shall indemnify BMS against any costs, liability, damages, loss, claims or proceedings arising out of the Customer's failure to meet any of its obligations or any other breach of these Terms and Conditions or of the Agreement.

10 Guarantee

- 10.1 BMS guarantees that the product of all Services provided shall be free from any and all defects for a period of 6 months following completion of the Job.
- 10.2 If any defects in the product of the Services appear during the guarantee period set out in Clause 10.1 BMS shall rectify any and all such defects at no cost to the Customer.

11 Data Protection

- 11.1 BMS will collect, process, and store personal data provided by the Customer in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- 11.2 BMS will only use the Customer's personal data as set out in Our Privacy Policy available from Our website.

12 Confidentiality

- 12.1 Both Parties agree to keep all Confidential Information received from the other Party strictly confidential and shall not disclose it to any third party without prior written consent, except as required by law or for the purpose of fulfilling the Agreement.
- 12.2 Confidential Information may be shared with employees, agents, or subcontractors on a need-to-know basis, provided they are bound by similar confidentiality obligations.
- 12.3 The confidentiality obligations in this clause do not apply to information that:
- (a) is or becomes publicly available through no breach by the receiving Party;
 - (b) was already in the possession of the receiving Party without obligation of confidentiality; or
 - (c) is required to be disclosed by law or regulatory authority, provided the disclosing Party is given prior notice when legally permissible.
- 12.4 These confidentiality obligations will remain in effect for the duration of the Agreement and for [insert number] years after its termination.

13 Force Majeure

- 13.1 No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party ("Force Majeure"). Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, epidemic, pandemic, governmental action or any other similar or dissimilar event that is beyond the control of the Party in question.
- 13.2 Notwithstanding any delay or failure to perform due to a Force Majeure event as described above, the Customer's obligation to pay for any Services that have already been completed or delivered by BMS prior to the occurrence of the Force

Majeure event shall remain unaffected.

- 13.3 If a Force Majeure event causes a delay in the performance of the Services, BMS shall notify the Customer as soon as reasonably possible and provide an estimate of the revised timeline. Any additional costs incurred as a result of the delay may be discussed and agreed upon by both parties before resuming the Services.
- 13.4 BMS reserves the right to terminate the Agreement if the Force Majeure event continues for a period exceeding 60 days and shall refund any advance payments for Services not yet rendered, minus any costs already incurred.

14 Termination

- 14.1 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- a) any sum owing to that Party by that other Party under any of the provisions of the Agreement is not paid within 7 Business Days of the due date for payment;
 - b) that other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 30 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - c) an encumbrancer takes possession, or where that other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - d) that other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - e) that other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
 - f) anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other Party;
 - g) that other Party ceases, or threatens to cease, to carry on business; or
 - h) control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 14, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 14.2 For the purposes of sub-Clause 14.1(b), a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 14.3 Where the Customer terminates the Agreement under Clause 14.1, the Deposit and other amounts received from it shall be refunded in full, and it shall not be liable for any other amount(s) payable under the Agreement.
- 14.4 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

15 Effects of Termination

Upon the termination of the Agreement for any reason:

- 15.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 15.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain In full force and effect;
- 15.3 termination shall not affect or prejudice any right to damages or other remedies which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedies which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;
- 15.4 subject as provided in this Clause 15 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 15.5 each Party shall (except to the extent referred to in Clause 12) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

16 Other Important Terms

- 16.1 No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 16.2 Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.
- 16.3 Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.
- 16.4 Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.
- 16.5 Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.
- 16.6 BMS shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of BMS.
- 16.7 The Parties agree that all times and dates referred to in the Agreement shall be of the essence of the Agreement.
- 16.8 Where BMS carries out Services for a Limited Liability Company, We require Director(s)/Controlling Shareholder(s) to guarantee your liabilities to Us or provide suitable security for payment. BMS reserves the right to suspend all work until satisfactory guarantees are provided.

- 16.9 Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.
- 16.10 No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- 16.11 In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

17 Notices

- 17.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 17.2 Notices shall be deemed to have been duly given:
- a) when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - b) when sent, if transmitted by e-mail and a successful return receipt is generated; or
 - c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

In each case, notices shall be addressed to the most recent address or e-mail address notified to the other Party.

18 Entire Agreement

- 18.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 18.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

19 Dispute Resolution

In the event of a dispute, we are willing to consider Mediation or Arbitration. The cost of the proceedings, disbursements, facilities, and fees are to be split between the parties. However, subject to the applicable Arbitration legislation, the Arbitrator may determine who shall be responsible for the costs of the Arbitration and shall set out that determination in any Award.

20. Law and Jurisdiction

- 20.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

20.2 Subject to the provisions of Clause 19, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1
DEFINITIONS AND INTERPRETATIONS

8.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement"	means the contract which incorporates and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the Customer's acceptance of the Quotation;
"Agreed Date"	means the date on which the provision of the Services will commence as agreed by the Parties;
"Agreed Times"	means the times which the Parties shall agree upon during which BMS shall have access to the Property to complete the Job;
"Business Days"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Customer"	means the business that requires the Services subject to these Terms and Conditions and the Agreement, being a customer receiving the Services for the purposes of a business and not a "consumer" as defined by the Consumer Rights Act 2015;
"Final Fee"	means the total of all sums payable which shall be shown on the invoice issued in accordance with Clause 4 of these Terms and Conditions;
"Job"	means the carrying out in full of all of the Services;
"Order"	means the Customer's initial request to acquire the Services from BMS as described in Clause 2 of these Terms and Conditions;
"Property"	means the Customer's property or premises, as detailed in the Order and the Agreement, at which the Job is to take place;
"Quotation"	means a quotation detailing proposed fees and services supplied to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall a) be deemed to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an acceptance of an Order;

"Quoted Fee"	means the Fee which will be quoted to the Customer in the Quotation following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
"Services"	means the building services general maintenance, building projects and fire safety, inspection, installations and maintenance provided by BMS as detailed in Clause 5 of these Terms and Conditions;
"Visit"	means any occasion, scheduled or otherwise, on which BMS shall visit the Property to render the Services; and
"Work Area"	means the part of the Property within which the Services are to be provided.