

Background:

These Terms and Conditions are the standard terms which apply to the provision of building services by Impact Contracts Glasgow Limited (“The Trader”) to customers who require building services to be provided at their home.

Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

These Terms and Conditions apply where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

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

“Agreed Times” - means the times which You and We agree for the builder to have access to property to complete the job [as specified in the Agreement];

“Agreement” - means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to these Terms and Conditions

“Business” - means any business, trade, craft or profession carried on by You or any other person or organisation;

“Consumer” - means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Building Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;

“Deposit” - means the deposit You may be required to pay

“Final Fee” - means the total sums You must pay which will be shown on the invoice issued

“Job” – means the complete performance of the Building Services

“Order” - means Your initial request for Us to provide the Building Services

“Builder” - means Us or Our employee who will be responsible for providing the Building Services;

“Building Services” - means the building services We will provide as specified in the Agreement;

“Products” - means the products required for the provision of the Building Services which We will supply if any as specified in the Agreement;

“Quotation” means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;

“Quoted Fee” - means the fee set in the Quotation which may change according to the actual work undertaken

“Start Date” - means the date You and We agree on for Us to start providing the Building Services as specified in the Agreement;

“Visit” - means any occasion, scheduled or otherwise, on which the Builder visits the Property to provide the Building Services;

“We/Us/Our” - means the Trader and includes all employees, agents and sub-contractors of the Trader

“You/Your” - means a Consumer who is a customer of the Trade

Each reference in these Terms and Conditions to “writing” and any similar expression, includes electronic communications whether sent by email, text message, fax letter or other means. The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions. Words signifying the singular number will include the plural and vice versa. References to persons, unless the context otherwise requires, includes corporations.

2. Information about Us

We are a limited company registered in Scotland with company number SC661165. Our registered office is 237 Kilmarnock Road, Glasgow, G41 3JF. Our main trading address is Unit 12 Linn Park Industrial Estate, 315 Drakemire Drive, G45 9SS. We are registered for V.A.T GB362 1935 01. We are registered with a recognised and authorised self-certification scheme. We will ensure that any sub-contractors We use are also registered in this way.

3. Communication and Contract Details

If You wish to contact Us with questions or complaints, You may contact Us by telephone at 0141 423 7406 or info@impactglasgow.co.uk

In certain circumstances You must contact us in writing. When contacting us in writing You may use the following methods:

- By email – info@impactglasgow.co.uk
- By post at Unit 12 Linn Park Industrial Estate, 315 Drakemire Drive, G45 9SS. Please use Royal Mail First Class Signed for service.

4. Orders

We accept orders for Building Services via email, letter or telephone, where instructed via telephone we may request conformation in writing.

When placing an Order You should set out, in detail, the Building Services required. Details required include the location and size of the Property, the number and type of rooms in which work is required and the type(s) of work required (e.g. piping, installation of appliances etc.). [We will provide You with an order form containing prompts for all required information.] [All such details will be set out in the Agreement.]

Once the Order is complete and submitted We will prepare an estimate and send it to You either by email or first class post. The estimate will set out the required Deposit and fee. If we cannot accept your Order, we will inform you of this in writing. You may make changes to the Order and estimate before accepting it. You may accept an estimate by signing and dating a copy of it and returning it to us within 7 calendar days after the date we issue the estimate.

When (but not before) You have returned the estimate, signed and dated, and You have paid the Deposit, a legally binding contract between You and Us will be created for Us to provide the Building Services and for You to pay them. We will then attach the signed Agreement and complete any blanks in the Agreement in accordance with the estimate.

If you wish to change your Order after accepting the estimate, please contact Us and We will tell you whether or not the change can be accommodated, along with any changes to the fees payable as a result.

5. Deposit

At the time of accepting an estimate or not more than 5 calendar days thereafter, depending on the nature of the work and any specialist Products required in advance, You may be required to pay Us a deposit. The Deposit will be £500 or if under this price then 50% of the estimated fee.

We will not confirm an Order until the Deposit is paid in full. If you cancel the Building Services, we will retain all of the Deposit.

6. Fees and Payment

The estimate fee will include the price payable for the Building Services and for the estimated Products required.

We will where reasonably possible use only the Products (and quantities of Products) set out in the estimate and the Agreement; however, if additional Products are required, we will adjust the Final fee to reflect this. We will keep any increases to a necessary minimum, will keep You informed at all times., and will not proceed without your agreement.

If the price of products or services increases during the period between your acceptance of the estimate and the Start Date, we will inform You of the increase and of any difference in the Final Fee.

The Final Fee is inclusive of VAT (if applicable). If the rate of VAT changes, we will adjust the amount of VAT that You must pay.

A £500 non-refundable deposit is required on all projects to allow the customer to be scheduled into our programming. We will invoice you in stages of 50% payable in advance, 50% upon mid-way of labour works. If the cost is under £1000, 50% of payment is due at the start and 50% is due at mid-way.

Variations within a project must be paid in full before the works begin. Materials will be invoiced weekly.

You must pay on receipt of invoice, unless otherwise agreed in advance in writing.

We accept the following methods of payments:

Bank transfer to Barclays account

If You do not pay an invoice by the due date, we may charge you interest on the overdue sum at the rate of 8% above the base rate of Barclays from time to time until payment is made in full. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after court Decree/Judgement.

In the event we need to instruct a third party to recover debts due from you, you agree that you will be liable for their costs in collecting such debt(s).

Title to Goods

Goods supplied and delivered by us to you, or your premises shall remain our property until paid for by you in full. Whilst goods remain our property (we continue to have title over them) you agree that we have absolute authority to retake, sell or otherwise dispose of all or any part of these goods.

At any time with or without notice you agree that we shall also be entitled to enter any premises in which our goods, or any part of them, are installed, stored or kept or it is reasonably believed to be so. We shall be entitled to seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods. However, the risk in the goods will pass to you on delivery to you. You must insure them at replacement value, and if asked must produce evidence that they are properly insured.

7. Building Services

We will provide the Building Services in accordance with the specification set out in the accepted estimate and in the Agreement (as may be amended by agreement between You and us from time to time).

We 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 guarantee specific results.

We will use reasonable endeavours to ensure that the Products We use match those chosen by You and are consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the same Products as a result of differences between photographs, catalogues and other materials, and the Product themselves, or as a results of minor technical changes which will not impact your us of the Product in question. Product packaging may also vary. If different Products are required due to non-availability, we will not supply them without consulting with You first, in advance of the Job.

We will ensure that the Building Services are performed with reasonable care and skill and to a reasonable standard which is consistent with all relevant codes of practice. We will ensure that we comply with all relevant codes of practice. We will properly dispose of all waste that results from Our provision of the Building Services for a fee.

Where a Job is to last for more than one working day, the Builder will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We will wherever possible store all tools and materials only in areas where work is being carried out or remove them from the Property at the end of each working day.

8. Faulty Products

If any Products are supplied in the course of us providing the Building Services, and You discover a defect with one or more of those Products or if the Product or Products have been incorrectly described, You should inform us using the contact details above.

For the first six months, We will, at Our option, repair or replace any defective Products or, if a repair or replacement is not practicable or possible, or if a repair or replacement is unsuccessful, You are entitled to do a full refund. Alternatively, you may keep the Product(s) at a reduced price. This right may not apply if We can prove that the defect has been caused deliberately or negligently by You, or as a result of Your failure to follow instructions given by the Builder or as included with the Product.

After the first six months, if any Products develop a fault, you must prove that the Product in question was faulty at the time We supplied it and You took ownership of it. You may be entitled to a repair or replacement, or to a partial refund for up to six years depending upon the nature of the Product and how long it can reasonably be expected to last.

9. Problems with Our Service

If there is a problem with the result of the Building Services, i.e. they have not been provided with reasonable care and skill, You are entitled to ask us to repeat or fix the service.

We always use reasonable efforts to ensure that our provision of the Building Services is trouble-free. If, however, there is a problem with the Building Services We request that You inform us as soon as reasonably possible. We will use reasonable efforts to remedy problems with the Building Services as quickly as is reasonably possible and practical.

We will not charge You for the remedying problems where the problems have been caused by us. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We will charge You for remedial work.

As a consumer, You have certain legal rights with to the purchase of goods and services. For full details of your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office.

If We do not perform the Building Services with reasonable skill and care, You have the right to request repeat performance. If the Building Services are not performed in line with information that We have provided about them, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the Building Services), You have the right to a reduction in price.

If for any reason we are required to repeat the Building Services in accordance with your legal rights, We will not charge You for the same and We will bear any and all costs of such repeat performance.

10. Your Obligations

If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, you must obtain them before We begin to provide the Building Services.

We may ask you to move or remove certain furniture, fixtures and fittings in the Property before we begin work. Unless You and We specifically agree otherwise, this is Your responsibility.

You will ensure that the Builder can access the Property at the Agreed Times to provide the Building Services.

You may either give the Builder a set of keys to the property or be present at the Agreed Times to give the builder access. We promise that all the keys will be kept safely and securely by the Builder.

If You do not provide the required access to the Property or make it impossible for Us to provide the Building Services by failing to comply, and do not have a good reason for this, We may invoice you for any additional charges incurred as a result.

You must ensure that the Builder has access to the electrical outlets and a supply of hot and cold running water.

11. Complaints and Feedback

We always welcome feedback from our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

All complaints are handled in accordance with our complaints handling policy and procedure, available from Impact Contracts Glasgow Limited, Unit 12 Linn Park Industrial Estate, 315 Drakemire Drive, G45 9SS.

If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:

In writing, addressed to Impact Contracts Glasgow Limited, Unit 12 Linn Park Industrial Estate, 315 Drakemire Drive, G45 9SS. Please use Royal Mail First Class Signed for service.

By email, addressed to Impact Glasgow at info@impactglasgow.co.uk

12. Changing the Start Date

If You ask Us to change the Start Date:

We will where reasonably possible agree a revised Start Date with You;

If it is not possible to agree a revised Start Date either You or We may terminate the Agreement.

13. Termination

You may terminate the Agreement with immediate effect at any time by giving Us written notice if:

- We enter into liquidation, bankruptcy/sequestration or have an administrator or receiver appointed over Our assets;
- We have been unable to agree a revised Start Date.
- We are unable to provide the Building Services due to an event outside of Our control.

We may terminate the Agreement with immediate effect by giving You written notice if:

- You fail to make a payment on time as required (this does not affect Our rights to charge interest on overdue sums)
- You have breached the Agreement in any material way and have failed to remedy that breach within 5 working days of Us asking You in writing to do so; or
- You do not provide the Builder with access to the Property or otherwise make it impossible for the Builder to provide the Building Services, and We have been unable to contact You to re-arrange the Building Services
- We have been unable to provide the Building Services for more than 2 weeks due to an event outside of Our control.

If at the termination date:

You have made any payment to us (including, but not limited to, the Deposit, where applicable) for any Building Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs. If no refund is due, We will invoice You for those sums and You will be required to make payment.

14. Effects of Terminations

If the Agreement is terminated for any reason:

Any Clauses which either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

15. Events outside of Our Control (Force Majeure)

We will not be liable for any failure of delay in performing our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

If any event occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

We will inform You as soon as is reasonably possible;

Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when the event outside of Our control is over and provide the details of any new dates , times or availability of Building Services as necessary.

16. Liability

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 the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable. We will maintain suitable and valid insurance including public liability insurance.

We provide Building Services for domestic and private purposes only. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. 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.

If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Building Services.

We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by us the Builder.

Nothing in the Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraudulent misrepresentation. Nothing these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

17. How We Use Your Personal Data (Data Protection)

All personal information that We may use will be collected, processed and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR.

For complete details of Our collection, processing, storage and retention of personal data including, but not limited to, the purpose(s) for which persona; data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and persona; data sharing (where applicable), please refer to Our Privacy Notice available from our offices.

18. Other Important Terms

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

19. Law and Jurisdiction

These Terms and Conditions, the Agreement and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of Scotland.

As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, the Agreement, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of Scotland.

Service Agreement

This Agreement: _____

Between:

1. Impact Contracts Glasgow Limited of Unit 12 Linn Park Industrial Estate, 315 Drakemire Drive, G45 9SS (“The Trader”) and
2. (“The Customer”) who will be solely responsible for providing instructions to the Trader.

Background:

1. The Trader provides building services to consumer clients and has reasonable skill, knowledge and expertise in that field.
2. The Customer wishes to engage the Trader to provide the services specified below (“the Building Services”).
3. The Trader agrees to provide the Building Services to the Customer, subject to the attached Terms and Conditions and the terms of the Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1. The Agreement incorporates the attached Terms and Conditions.
- 1.2. In this Agreement, words with initial capital letters have the same meaning as they have in the Terms and Conditions.
- 1.3. A legally binding contract between You and Us will be created when You and We sign this Agreement.
- 1.4. We confirm and You acknowledge that We have given or made available to You the following information (save for where such information is already apparent from the context of the transaction):
 - 1.4.1. The main characteristics of the Building Services;
 - 1.4.2. Our identity and contact details;
 - 1.4.3. The total price payable for the Building Services including taxes or, if the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 1.4.4. The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Building Services;
 - 1.4.5. Our complaints handling policy;
 - 1.4.6. The duration of the Agreement, where applicable, or if this Agreement is of indeterminate duration or is to be extended automatically, the conditions for terminating it.

1.5. As required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

1.5.1. All of the information described in Clause 1.4; and

1.5.2. Any other information which We give to You about the Building Services or about Us which You taken into account when entering into this Agreement or when making any other decision about the Building Services will be part of the terms or Our contract with You as a Consumer.

2. The Building Services

2.1. We will begin to provide the Building Services on the Start Date of _____

2.1.1. aim to complete the Job _____

2.1.2. provide the Building Services during the Agreed Times of 08:30 – 16:30 or such other times as You and We may agree in writing;

2.1.3. provide the Building Services at the Property located at of _____

2.1.4. We may agree in writing to vary the specification from time to time

3. Fees and Payment

3.1. You will pay the estimated fee of £_____ for the Building Services (subject to changes as set out in the Terms and Conditions). This sum may be broken down as follows:

3.1.1. 50% payable in advance, 50% upon midway of works

3.1.2. Any additional works to be paid in advance

3.1.3. Materials and Variations to be paid in advance

3.1.4. All invoices sent to the customer are payable no later than 7 days from the date of invoice.

3.2. Full details of sums _____

SIGNED FOR and on behalf of Impact Contracts Glasgow Limited by:

Martyn Orr

Authorised Signature

Date: _____

Signed by the Customer:

Signature

Date: _____