



CCC PROPERTY MAINTENANCE

Terms & Conditions

APPLICATION

These terms and conditions (“Conditions”) will apply to the purchase of the services by you (“Customer” or “you”).

We are **CCC Property Maintenance** a company in England with email address info@cccmaintenance.co.uk; telephone number (0345 220 0142); (“Supplier” or “us” or “we”).

These are the terms on which we will provide all Services to you. By ordering any of the Services, you agree to be bound by these Conditions.

INTERPRETATION

“Consumer” means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession.

“Contract” means the legally-binding agreement between you and us for the supply of the Services.

“Order” means the Customer's order for the Services from the Supplier as set out in the Customer's order or in the Customer's written acceptance of the Supplier's quotation.

“Services” means the services of the description set out in the Order.

SERVICES

GENERAL

In order to provide the Services, and on confirmation of your Order, we will provide a specialist handyman (“**CCC Property Maintenance Engineer**”) to provide the Services in terms of the accepted Order.

We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation/Order, including any specification in all material



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respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.

We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation/Order; however, time shall not be of the essence in the performance of our obligations.

All of these Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

BOOKING TERMS

When you make a booking enquiry by phone/email, or through the booking enquiry form on our website, you will be required to acknowledge that you have read and understood these Conditions.

Once the time and date for an appointment has been agreed on and our availability has been confirmed, you will be given a one-hour arrival window.

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 £40.00 applies. You have the responsibility to make sure that our office has been notified with a clear statement (in writing) and is aware of any changes.

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.

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 Services.



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Once the Services are completed, the **CCC Property Maintenance Engineer** will ask you to assess the Services carried out and sign the work report, thus accepting that the job has been done to standard and indicating receipt of goods/materials purchased. The work report should not be treated as an invoice. The **CCC Property Maintenance** office issues an official invoice, which is sent to you via email/post, as agreed within 24 hours from completion of the works.

Some of the Services we offer might require a site visit to be carried out prior to the provision of the Services. If such a site visit is required, we will let you know when you make a booking and will arrange a mutually convenient time for a **CCC Property Maintenance Engineer** to visit the property where the Services are required to be carried out.

MATERIALS

At the time the **CCC Property Maintenance Engineer** performs the Services, he/she may not have all the materials he/she needs. In this case, we may need to purchase materials. If materials are available at local suppliers, then the **CCC Property Maintenance Engineer** will travel to the supplier, purchase materials and return to the property to continue the Services. If the materials are not available from a local supplier, the **CCC Property Maintenance Engineer** will order the required materials and return on another occasion to continue to perform the Services.

Parts/materials required to undertake your job will be added to your bill with a mark-up depending on the cost of the parts/materials purchased, generally 25%.

We accept no liability with respect to faulty parts/materials. If the part is found to be faulty during fitting, the **CCC Property Maintenance Engineer** will exchange the materials/part, however if the fault becomes visible after the job has been completed, and should you require further visit for replacement, additional labour costs will be charged to you.



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If parts or materials are supplied by the you and **CCC Property Maintenance Engineer** deems that those parts are not suitable, we reserve the right not to install or use the incorrect materials or parts.

We accept no liability in respect of late or non-delivery of materials by any third party.

CUSTOMER RESPONSIBILITIES

You must co-operate with us in all matters relating to the Services, provide us and our authorised employees, contractors and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).

Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

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 the **CCC Property Maintenance Engineer** 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 the **CCC Property Maintenance Engineer** is due to commence the works. If you wish for us to carry out the protection and cover of your furniture etc, the **CCC Property Maintenance Engineer** will charge an additional fee to carry out those works which will be added to the final bill.

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.



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We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section.

BASIS OF PROVISION OF SERVICES

The description of the Services on our website, catalogues, brochures or other form of advertisement do not constitute a contractual offer to provide the Services.

When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.

A Contract will be formed for the Services ordered, only upon us sending an email to you saying that the Order has been accepted or, if earlier, we provide the Services to you.

Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 14 days from its date unless we expressly withdraw it at an earlier time.

No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

If there is a problem with the Service, please contact us 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.



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WITHDRAWAL AND CANCELLATION

We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 14 days from the date of the quotation, (unless the quotation has been withdrawn).

Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.

If you want to amend any details of the Services, you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.

If, due to circumstances beyond our control, including those set out, we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

NO ACCESS

If for any reason we are not able to access the property at the time we arrive, we will inform you in writing and abort the job. The aborted job will be charged at the full agreed rate and put back into the allocation queue. If after three failed visits, the job will be cancelled.

PAYMENT

The fees ("Fees") for the Services are set out in the quotation and are on a time and materials basis.

In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services. We



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will undertake to advise you of any additional costs associated with the Services as soon as reasonably practicable prior to performing the Services.

You agree to pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between us.

We will invoice you for payment of the Fees either when we have completed the Services; or on the invoice dates set out in the quotation.

You must pay the Fees due into the bank account provided within the quotation/invoice within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.

Time for payment shall be of the essence of the Contract.

Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 8% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.

All payments due under these Conditions must be made in full without any deduction or withholding except as required by law and you cannot assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.

If you do not pay within the period set out above, we can suspend any further provision of Services and cancel any future services which have been ordered by, or otherwise arranged with, you.



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Receipts for payment will be issued by us only at your request.

All payments must be made in British Pounds unless otherwise agreed in writing between us.

SUB-CONTRACTING AND ASSIGNMENT

We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.

TERMINATION

We can terminate the provision of the Services immediately if you:

- commit a material breach of your obligations under these Conditions;
- fail to pay any amount due under the Contract on the due date for payment;
- are or about to become, in our reasonable opinion, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor;
- enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors;

or convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

INTELLECTUAL PROPERTY



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We reserve all copyright and any other intellectual property rights which may subsist in any goods and/or Services supplied. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

LIABILITY AND INDEMNITY

Our liability under these Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this.

The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Conditions or the quotation for:

any indirect, special or consequential loss, damage, costs, or expenses;

any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims;

any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control;

any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or

any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.



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You indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

Nothing in these Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

DATA PROTECTION

When supplying the Services to the Customer, we may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.

The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and we shall be the 'data processor' as defined in the General Data Protection Regulation ("GDPR") as may be amended, extended and/or re-enacted from time to time.

For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

We shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.

We shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.



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We shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed bywe on behalf of the Customer.

Further information about our approach to data protection are specified in our Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can contact us at the following e-mail address:
info@cccmaintenance.co.uk

CIRCUMSTANCES BEYOND A PARTY'S CONTROL

Neither of us are liable for any failure or delay in performing our obligations where such 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, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Conditions.

COMMUNICATIONS

All notices under these Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

Notices shall be deemed to have been duly given:

when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;

when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;

on the fifth business day following mailing, if mailed by national ordinary mail; or



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on the tenth business day following mailing, if mailed by airmail.

All notices under these Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

NO WAIVER

No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

SEVERANCE

If one or more of these Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Conditions (which will remain valid and enforceable).

LAW AND JURISDICTION

This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.