

Terms & Conditions

Below you will find our Terms and Conditions, we ask that you read them carefully before using our services, as by instructing us to carry out works you are deemed to have read and accepted our terms.

Terms and definitions

- Repifix, We, Our** Repifix Limited is a company incorporated in England (company number 12719753) whose registered office is at 1 Dock Road, Expressway Studios London, England, E16 1AH.
- Services, Works** all enquiry responses conducted by us in terms of quotations/estimates, repairs, servicing, installations, project works and guarantees.
- Customer, You** as in the individual who requests and instructs us to carry out a service.
- Engineer** our member of the engineering team of whom is qualified, and who will attend to carry out a service.

1. OUR CONTRACT WITH YOU

1.1 To carry out the Service in accordance with our terms and conditions, all Services are conducted by a member of a qualified engineering team.

1.2 Upon your enquiry we will assist you and advise on the best possible Service, given your requirements.

1.3 During the initial call we will take your details in order to provide you with our Service.

1.4 An upfront payment is required to secure your appointment when booking a Service with us.

1.5 Upon payment, where possible, we will advise you of a date and time slot when we will arrive to carry out the Service;

- (a) dates specified for the commencement and completion of the works are estimates only.
- (b) we shall use all reasonable endeavours to ensure that we will attend on the date and time agreed.
- (c) we accept no liability in respect of non-attendance or late attendance on site or for the late or non-delivery of materials, if such an event happens, we will let you know as soon as possible.
- (d) time shall not be of the essence in the performance of our contract with you.

1.6 Confirmation of your booking will be emailed to the email address given at the time of your booking.

1.7 Appointments are scheduled within one of the following time slots;

AM (0800 -1300)

PM (1300 - 1800)

1.8 We endeavour to send the site contact a system generated text when the Engineer is on their way, to inform you of the Engineer's arrival. This will be approximately 60 minutes beforehand. However, we are not liable or responsible for any delay or failure to carry out the service;

- (a) due to an event outside our control such as poor traffic conditions, poor weather conditions or the failure of public or private telecommunications networks.
- (b) Non delivery due to a system failure

1.9 A record of the work is logged by the Engineer via our mobile portal. This will include the time arrived at the premises, photos pre-work, details of the work carried out, photos post-work and the time that the work was completed.

1.10 Following our Engineer visit a job report if requested, will be provided within 48 hours of request, where possible.

1.11 If further Services are required you will be advised by our Engineer on-site and a quotation/estimate on Reactive Services will be provided to you following the visit. Typically this is within 48 working hours, however due to internal quality control, this can sometimes be up to 8 working days.

2 YOUR OBLIGATIONS

2.1 Provide us with access to the premises and any services and facilities we need to carry out the Service

2.2 Ensure that the premises are clear and safe for us to access and that you own the premises, or have the permission of the landlord, and do not need the consent of another person to enable us to carry out the Service

2.3 You as the client, are responsible for providing sufficient protection for your property and assets to reduce or mitigate the potential of accidental damage to your property or persons within, before, during and after works have been carried out

2.4 Ensure that any materials you provide to enable us to carry out the Service are suitable. If you fail to do so we may not be able to carry out the Service and you may need to contact us to arrange a further visit of which a cancellation fee will be applicable

2.5 Unless agreed in writing between the parties, prior to the work commences, the Customer is responsible for the removal of all waste materials from the site resulting from the Service

2.6 Ensure that all Services carried out are inspected immediately following our engineer's attendance. In the event of any concerns/issues;

- (a) notify us, in writing, within 7 days of the completed works. Otherwise, we will presume the Service carried out is to a satisfactory standard and free from any defects
- (b) allow us access to the site in order to examine and provide our verdict on where liability falls
- (c) should you choose to engage with another contractor before giving us a chance to review the issue raised, you accept this is at your expense

3. OUR PRICING

3.1 Fixed Price and Reactive Services

Our rates can be found on our website. During the initial call with our bookings team you will be advised of the hourly rate or fixed price Service fee which applies to the Service you require;

- (a) a 1-hour minimum charge plus VAT applies to all reactive Services
- (b) all Services carried out at an hourly rate will be charged from the moment our Engineer arrives at your premises
- (c) the time spent by our Engineer diagnosing the work to be carried out will be charged within the labour rate
- (d) we do not charge a call-out fee, for travel time, fuel or emergencies
- (e) all fixed price services may be subject to material charges in order for us to complete the Service, in the event remedial works are required a quotation/estimate will be submitted or a reactive service will follow
- (f) all parking costs incurred whilst in attendance and congestion charge fees will be passed onto you with no markup, congestion charges are applicable should your site be within the congestion zone

3.2 Quotations/estimates

Services carried out as a quotation/estimate will include the labour, materials and all associated costs;

- (a) we charge a fee of £80 plus VAT per hour, to attend the site in order to provide you with a quotation/estimate. The quotation/estimate fee will be deducted from the final payment due should you wish to proceed with our Service, following our initial attendance
- (b) additional charges as set out below may be applied, if, after acceptance of the quote;
 - (i) you instruct us (verbally or in writing) to carry out additional work not detailed within the quote.
 - (ii) there is an increase in the supplier cost of materials
 - (iii) it is identified that further work and/ or materials are needed which were not anticipated at the time the quote had been created
 - (iv) it is discovered that there was a manifest error when the quote was created
- (c) we will not be bound by any quotes/estimates given verbally or in which manifest errors occur

Please note, from time to time we may run seasonal or promotional offers. Once redeemed, such offers are only valid for a 12 month period. Any offers and promotions cannot be used in conjunction with any other offer or promotion.

Please note that when booking in ongoing works following a visit by a [repifix.co.uk](https://www.repifix.co.uk) engineer, this

must be done directly with our Call Centre for your guarantees and our insurance to apply. We will not be responsible for any work carried out which has not been authorised and booked by the CallCentre team. Following a booking, an email confirmation from clientcare@repifix.co.uk will be sent.

3.3 Materials and/or Specialist tools

Materials/tools will be charged in addition to the labour of our Services. We will;

- (a) stop the clock when our Engineer leaves the site to collect the additional parts or materials and re-start when the Engineer returns
- (b) charge for the additional materials, parts or tools that are purchased and collected from the local trade stores and apply our markup (*not exceeding 45%*)
- (c) charge a £50, plus VAT, material sourcing and collection fee in the event the material or part required is not held as part of our Engineers van stock

3.4 In the event the estimated time taken to collect additional parts, materials or tools exceed 45 minutes as a round trip, we would reschedule the booking for an alternative date

3.5 In the event our Engineers are left with any unused parts, materials or tools as a result of a purchase from the local trade store to complete your job, you are entitled to;

- (a) request the purchased parts/materials which are unused for the job. Requests must be made before the Engineer leaves the site
- (b) in the event you do not request the unused parts, materials or tools, we may dispose of all purchased materials, parts or tools on your behalf (*subject to our own discretion*)

3.6 In the event our Engineers are required to purchase a specialist tool, you are entitled to request the purchased tool which must be made before the Engineer leaves the site. In the event that you do not, we may dispose of all tools on your behalf (subject to our own discretion)

3.7 In the event a material, part or tool can not be sourced on the same day, we will re-attend when the material, part or tool has been ordered. This return visit will be subjected to a minimum 1 hour labour rate.

4. PAYMENT

4.1 For Services carried out, the minimum hourly rate or fixed service fee is payable upfront at the time of the booking, further charges which are applicable will be deducted and without further notice, using the agreed pre authorised details from your chosen payment card provided to us at the time of your booking, immediately following our Engineer's attendance.

From time to time, our office may call intermittently throughout the visit to seek your approval for continuing with the Service. In such instances when a further approval to continue work is granted, any additional labour and/or fees associated with materials which are remaining to complete our Service, will be processed immediately to enable our Service to continue, as agreed at the time of booking.

- (a) we reserve the right to withhold the delivery of any documentation, guarantees or certificates following works until payment has been made in full. Failure to make

- payment in a timely manner will delay the issue and delivery of such documents
- (b) we reserve the right to halt the delivery of our Service beyond the labour hours which have been paid for, until payment, in accordance with our agreed labour rate, has been paid for the estimated remaining labour hour/s on site
 - (c) we reserve the right to immediately cease any further works, until payment has been made for the agreed fees associated with materials to complete the works. Failure to make payment, will halt the delivery of our Service to you

Please note, this additional *'approval phone call'* is subject to our discretion and should we not be able to contact you and/or reach you, the above terms within section 4.1 above will prevail.

4.2 For all quotations/estimates, payment for the initial hour per engineer type plus the fees associated with the materials that have been initially scoped, must be made upfront prior to us commencing works;

- (a) invoices under £4000, inclusive of VAT, as per the agreed invoice terms;
- (b) invoices over £4000, inclusive of VAT, 80% upfront payment required with the balance payable on the day of completion.
 - (i) invoices of £500 and under, inclusive of VAT, can be made over the phone or via a BACS transfer;
 - (ii) invoices of £500 and over, inclusive of VAT, must be paid via BACS transfer of which our bank details can be found on your invoice.
 - (iii) additional charges, as per clause 3.2 c, are to be paid as per clause 4.2 (a) and (b)
 - (iv) at our discretion, and more often in the instance where works are carried out subject to snagging upon completion, upfront payment terms may be amended of which we will advise upon submission of the quotation/estimate.

4.3 Payment must be made on time, in full, and without any deduction, offset or counterclaim. In the event that an account is outstanding, the debt will be passed immediately to our debt collection agency, of which;

- (a) we shall exercise our statutory right to claim daily interest (at 8% over the Bank of England base rate) and compensation for debt recovery costs (at the fixed rate of £40.00*) under the Late Payment legislation
- (b) we shall refer the matter to our debt collection partner, which will incur additional costs;
 - (i) additional costs incurred to collect the debt will be added to the debt, at the rate of 20% of the invoice total plus VAT
- (c) you agree that you will be legally liable to pay the outstanding account plus additional costs, and that payment of the same can be enforced against you in court

4.4 In the event of non payment by the customer, where the customer is represented by a third party (such as a tenant, occupier, estate/management agent, contractor or other representative), the third party will be responsible for payment unless otherwise agreed in writing

5. OUR GUARANTEE

5.1 We guarantee all workmanship carried out by us for a period of 12 months from the date that we carried out our initial billable Service (Guarantee Period). Your 12 month guarantee period does not include any follow up visits related to the initial visit or for any remedial works related to the initial job visit

5.2 Our guarantee does not cover any faults or malfunctions with the parts or materials supplied. Parts and materials supplied by us may come with a manufacturer's guarantee. Where this is the case, please refer to the manufacturer's guarantee provided with the goods for further details

5.3 Our guarantee only covers you for the labour time allocated to the initial visit. If any additional labour or materials are required to fix the issue, this may be charged additionally at the end of the booking , providing they are not as a result of remedying engineering mistakes

5.4 In the unlikely event that there is any problem with the Service we have carried out within the Guarantee Period please contact us as soon as possible on 0208 054 7182

- (a) we will schedule an Engineer to attend to investigate the problem
- (b) in the event we attend and discover the reported issue is due to poor workmanship carried out by a Repifix Engineer, we will schedule an Engineer at a later stage to rectify any issues free of charge.
- (c) in the event we attend and discover the reported issue is not due to poor workmanship, we will charge you at our hourly labour rate for our attendance.

5.5 Our guarantee becomes invalid if you;

- (a) have deliberately or accidentally caused the problem you are asking us to rectify or you have damaged the parts you are asking us to replace;
- (b) have failed to follow our advice or the manufacturer's instructions in relation to the use or maintenance of any goods or materials we have supplied;
- (c) have modified the item(s) we have repaired in any way and/or engaged a third party contractor to carry out any modification to the work carried out
- (d) you have called us out to unblock a drain or flush a central heating system. In these cases we will offer a guarantee period of 10 days;
- (e) where we have advised you that the work you have asked us to carry out will only be a temporary solution to the overall problem. In such cases, we will advise you that this is only a temporary repair and we will advise you on any further work, parts and materials that will need to be done to provide a more permanent solution. It will be noted on the Job Report that this is just a temporary repair and the work is not guaranteed. In such cases, we will charge you for any labour, parts and materials used in remedying the defect
- (f) the Guarantee Period has elapsed

6. OUR LIABILITY TO YOU

6.1 We are not liable for (whether caused by our employees, agents, subcontractors or otherwise) in connection with our service or the performance of any of our obligations under these terms and conditions for;

- (a) any indirect, special or consequential loss, damage, costs, or expense, or;
- (b) any accidental damages caused to your property, assets or personnel within, during and after the works have been carried out. Such as but not limited to broken items (vases, tiles, door handles), blemishes, marks, dust, dirt or scratches. In some rare cases, discretion may be applied to provide a repair or replacement, however in such instance, we may only repair or replace to a functional state, as opposed to a aesthetic state for the area of damage only
- (c) 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, or;
- (c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control, or;
- (d) 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.

6.2 We are not responsible for;

- (a) the cost of repairing any pre-existing faults or damage to your property that we discover in the course of carrying out the work;
- (b) or if we cause damage having to gain access to any areas your property, demised area or any hidden pipes or drains to enable us to carry out the work

6.3 We do not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

7. CANCELLATIONS / RESCHEDULE

7.1 Reactive Services.

If you wish to cancel or rearrange your appointment you may do so by calling us on 0208 054 7182.

- (a) all cancelled or rescheduled appointments advised 48 hours or more in advance to our attendance, will be actioned with no charge to yourself
- (b) cancelled or rescheduled appointments advised within 48 hours of our attendance will be charged at the labour rate to cover our costs
- (c) the cancellation fee will be deducted from your payment card provided to us at the time of your booking
- (d) if you decide to cancel during our service, prior to the service being completed, then the agreed service charge will be applied plus the costs of any parts and materials used up

to the point that you cancelled together with VAT

- (e) if the customer is not present at the time of our engineers arrival, a charge of the labour rate, parking and congestion charges, if applicable, will be applicable

7.2 Quotations/Estimates

Following the acceptance of the quotation, cancellation or reschedule of works prior to the specified commencement date will incur a contribution to the administration, demobilisation and other costs incurred by us as set out below;

- (a) a charge of £80 plus VAT or 5% of the quotation/estimate price, whichever is greater, if the cancellation is made less than 7 days
- (b) 10% of the quotation/estimate price if the cancellation is made less than 4 days
- (c) 20% of the quotation/estimate price if the cancellation is made less than 48 hours
- (d) a charge of £80 plus VAT or 5% of the quotation/estimate price, whichever is greater, if the reschedule is made less than 48 hours

Please note that all refunds may take up to 10 working days to be processed by our accounts department.

8. OUR RIGHTS TO CANCEL

8.1 If we have to cancel an appointment due to an event outside our control or the unavailability of our engineer or key materials without which we cannot carry out the work, we will promptly contact you.

- (a) if we have to cancel an appointment under clause 7.1 and you have made payment in advance for the work and works have not yet commenced, we will refund this to you;
- (b) if we cancel your appointment under clause 7.1 and you have made payment in advance for work of which we have started, we will refund the amount relating to any works not yet carried out or materials consumed, to you
- (c) In the event we need to cancel an appointment due to circumstances beyond our control such as parking which is more than 200 metre radius from the premises, the cancellation costs will be levied onto you, the customer
- (d) In the event we arrive at the premises and a customer is not available, a member of our team will attempt to contact you using the details we hold on file. If to no avail, our engineer will wait up to 10 minutes maximum before leaving the premises. At which point, all cancellation charges will be levied onto you, the customer
- (a) In the event, we cannot carry out work due to the ceiling height exceeding 3m, the cancellation fees would be levied onto you, the customer

9. HOW TO CONTACT US

9.1 Our operating hours are Monday to Friday between 8am - 6pm. All contact outside of these hours will be responded to on the following working day

9.2 You can contact us by the following methods;

By Phone: 020 8054 7182

By Email: clientcare@repifix.co.uk

By Post: 1 Dock Road, Expressway, London, England, E16 1AH

COMPLAINTS PROCEDURE

We aim to provide the best possible service at all times, however we understand that from time to time things may go wrong. Should you feel it necessary, please do not hesitate to contact our customer services team with details of any complaint you may wish to raise.

Due to the nature of our business, we cannot accept verbal challenges in person or on the telephone. Email correspondence is the only channel of complaint resolution. Details of which can be found above.

Our Customer Services team will endeavor to solve all customer issues highlighted, typically this is within 48 working hours. At times, a longer investigation is required. In such instances, we will notify you of the expected response day via email.

Upon receipt of your initial complaint, we will conduct an extensive investigation. Based on our findings, we will provide you with a detailed explanation to our investigation, by way of response to the email received. Any resolution will be appropriate to the event in question.

Please be patient as the team fully investigates your query as we must consider all factors before we come to the current conclusion.

If you require further information, the Citizens Advice consumer service provides free, confidential and impartial advice on consumer issues and can be contacted at any stage of the complaint process.

Visit citizensadvice.org.uk, or complete their online web form.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

10.1 We will use the personal information you provide to us to:

- (a) carry out the Service;
- (b) process your payment for such Service
- (c) to inform you about similar products or services that we provide, you can opt-out at any time by contacting us

10.2 You agree that we may pass your personal information to credit reference agencies and that they may keep a record of any search that they do

10.3 We shall only process 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 you, and shall not retain any data longer than necessary. Full terms can be found in our Privacy Policy which is available on our website

11. OTHER IMPORTANT TERMS

11.1 We may transfer our rights and obligations under these terms to another organisation, by doing so will not affect your rights or our obligations under these terms

11.2 This contract is between you and us. No other person shall have any right to enforce any of its terms

11.3 If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you

11.4 Each of the paragraphs of these terms operates separately

11.5 We reserve the right to photograph our work whilst on-site for the sole purpose of marketing, promotional and editorial purposes

11.6 All images, descriptive matter, or advertising produced by us and any text and illustrations contained in our catalogues or on our website are for the sole purpose of providing an approximate idea of the products and works described and shall not form part of the contract

11.7 Our terms and conditions will be governed and interpreted in accordance with the laws of England and Wales. All disputes arising under this agreement will be subject to the exclusive jurisdiction of the English and Welsh courts

11.8 If any court or regulatory authority finds that any provision of our terms and conditions is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected