**T & CS**

**This Contract is subject to the below terms and conditions and both Parties agree to be bound thereby: For the purpose of this Contract the “Client” shall mean the “Client” whose name and details appear overleaf or as set out in the agreement attached for whom the “Works” are carried out. This Contract is between the “Client” and HOMME-PRO Ltd (“HOMME-PRO”) to carry out the Works. The “Works” shall mean the works described by the Works Quotation Fee and/or a work record sheet or any other written agreement between the parties which shall also include any documents signed in electronic format.**

**1. CONTRACT**

1. **The Client shall be treated as an Account Client or a Non-Account Client.**
2. **All Works Quotation Fees are given and all Works requests are accepted on these terms. They supersede any other terms appearing in the HOMME-PRO price list or elsewhere, and over-ride and exclude any other terms stipulated or interpreted or referred to by the Client, whether in the Works request or any negotiations or any course of dealings established between HOMME-PRO and the Client. All Works agreed between the HOMME-PRO and the Client shall be deemed to be made subject to this Contract.**

**2. WORKS QUOTATION FEE**

1. **Works Quotation Fee subject to withdrawal at any time before receipt of qualified instructions from the Client and shall be deemed to be withdrawn unless so accepted within twenty eight days from the date that it is communicated to the Client.**
2. **Works Quotation Fee is based on the information supplied to HOMME-PRO by the Client. Unless stated otherwise a Works Quotation Fee is not a firm or fixed price. It is a proposal of the minimum price, additional costs may be incurred including relevant materials, labor, equipment hire or transport since the date of the Works Quotation Fee was accepted. HOMME-PRO reserves the right to notify the Client and to increase the quote price up to ten per cent (10%) from the original Works Quotation Fee.**
3. **Except in cases where HOMME-PRO provides the Client with a Works Quotation Fee which is accepted by the Client in agreement with its terms, all Works will be charged subject to standard rates currently effective and shown on HOMME-PRO’s website.**

**3. WORKS PERFORMANCE**

1. **The Works is to be performed as specified in HOMME-PRO’s Works Quotation Fee or as otherwise agreed to in any other written agreement between the Parties.**
2. **All descriptions and illustrations contained in HOMME-PRO’s catalogues, price list and advertisements or otherwise communicated to the Client are intended merely to present a general idea of the work described therein and do not form part of this Contract.**

**4. PAYMENT**

1. **The amount payable by the Client is stated in HOMME-PRO’s quotation in paragraph 2 or by the standard rates on the HOMME-PRO website.**
2. **For extensive work (new equipment installation, refurbishment, construction work), a deposit of up to fifty five per cent (55%) may, in some cases be required prior to the commencement of the Works. If any outstanding balances are not cleared all the installed material shall remain the property of HOMME-PRO until all amounts due and owing to HOMME-PRO have been paid in full. HOMME-PRO shall be entitled to enter the Client’s property at any time to recover material or amend Works that have not been paid for.**
3. **Non-Account Clients: Invoices will be submitted to the Client on completion of the Works and payment must be made to us on completion of the Works. Non -Account Clients who fail to settle accounts on completion of the Works are liable, at the HOMME-PRO’s discretion, to incur an interest charge equal to five per cent (5%) of the full invoice value, charged on a daily basis from the date the invoice was raised until full settlement is made. Returned cheques will be subject to a procession charge and in addition HOMME-PRO reserves the right to make additional administration charge.**
4. **Account Clients: All invoices will be submitted to the Client on completion of the Works and payment should be made to HOMME-PRO on completion, or at HOMME-PRO’s sole discretion, may be made within 14 days of the date of invoice. Invoices remaining unpaid after 14 days from the invoice date will be subject to an interest charge equal to 5% of the invoice value charged on daily basis from the date the invoice was raised until full settlement is made. Returned cheques will be subject to a processing charge and in addition HOMME-PRO reserves the right to make additional administration charge.**
5. **If the Client is acting on behalf of a third party, in the event of non-payment by the Client, the third party is liable for any outstanding payment to HOMME-PRO.**
6. **If the Works involve an analytical process to determine the cause or origin of a fault or breakdown and throughout that process an item is determined by HOMME-PRO to be faulty and is substituted, the Client will be held fully liable to pay for the replacement even if the breakdown was caused in whole or partly by a different fault.**

**5. MATERIAL COLLECTION**

1. **HOMME-PRO will charge collection fee on non-stock material. If the collection occurs whilst an engineer is on site, the time taken will be treated as an additional to the Works Project and charged at the relevant rate. The collection fee is £45.00 plus HOMME-PRO shall also charge normal mark-up to cover handling and stock cost.**

**6. CANCELLATIONS**

1. **Except as provided by law, no Works may be cancelled by the Client except with the agreement in writing of HOMME-PRO and on terms that the Client shall indemnify HOMME-PRO in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by HOMME-PRO as a result of cancellation, any such termination is without prejudice to HOMME-PRO’s right to payment from the Client.**
2. **If the Client cancels an appointment with HOMME-PRO the Client will be liable for the following cancellation fees. (a) if less than twenty four hours of a scheduled appointment of £15.00 (b) if less than or up to two hours (notification in opening hours 8.00am – 5.00pm) of scheduled appointment of £50.00**
3. **The Client may, cancel the acceptance of Work Quotation Fee in writing or if the acceptance form had been signed on the following terms:**
4. **Non-Emergency Works: Up to five days and more, before commencing the Works shall not incur a cancelation fee, unless any subsequent charges have been incurred. If less than five days before commencement, the Client will be liable for the subsequent cancellation charges, contributions to the bank and credit card charges, refunds, administration and other costs incurred up to twenty per cent (20%) of Works Quotation Fee.**
5. **Quotation Work: Up to five days and more, before commencing the Works shall not incur a cancellation fee, unless any subsequent charges occurred. If less than five days before commencement the Client will be liable for the subsequent cancellation charges, contribution to the bank and credit card charges, refunds, administration and other costs incurred up to twenty per cent (20%) of the Works Quotation Fee.**

**7. COMMENCEMENT AND INSPECTION OF THE WORKS**

1. **Dates specified for the commencement and completion of the Works are estimates only and shall not be the essence of the contract.**
2. **The Client shall inspect the work as far as is reasonably possible immediately on completion and shall within 7 days give written notice to HOMME-PRO in detail of any grounds on which Client alleges that the Work is not in accordance with this Contract. If the Client fails to give such notice, then the Works shall be deemed to have being accepted as free from any defects which would be apparent on reasonable examination of the Work.**
3. **If the Client is not wholly satisfied with the Works then the Client shall give notice in writing within 7 days to HOMME-PRO.**
4. **HOMME-PRO and his insurers shall have the right to inspect the completed Works and carrying out any necessary remedial works if appropriate.**
5. **HOMME-PRO cannot accept any responsibility for the following: (a) materials and parts supplied by third party manufactures and suppliers whether under warranty or not; (b) Any structural systems not installed by HOMME-PRO; (c) defects caused by the Client’s negligence by not informing HOMME-PRO about any unknown disclosed circumstances; (d) defects arising from misuse, inappropriate operation performed or caused by any third party instructed by or acting on behalf of the Client.**

**8. DANGEROUS GASES, LIQUIDS AND MATERIALS**

1. **Prior to the commencement of the Works, the Client shall inform HOMME-PRO of all dangerous gases, liquids, asbestos and any other materials of any nature whatsoever which are present on the premises where the Works is to be carried out and which could constitute a danger to HOMME-PRO employees in carrying out the Works or otherwise.**
2. **The Client shall also ensure that HOMME-PRO is advised in writing of all precautions which need to be taken on account of the presence of such dangerous materials. The Client shall provide suitable cleaning facilities and, if circumstance require it, a qualified and competent Health & Safety authorized person to advice upon how the Works can be safely completed. The Client shall also notify HOMME-PRO in writing of any special requirements laid down by the H&S authorized person or similar authority. The Client shall be responsible for all loss or damage whether direct, indirect or consequently due to the client failure to fulfil any of the above obligations. If the Client shall fail to comply with the above then HOMME-PRO shall have no obligations to carry out the Works.**

**9. INDEMNITY & LIABILITY**

1. **The Client agrees to indemnify HOMME-PRO against all actions, suits, claims, demands, losses, charges, costs and expenses which HOMME-PRO may suffer or incur in connection with the claim by any third party as a result of any act or omission of the Client relating to or arising from the execution of this Contract.**
2. **HOMME-PRO has not made, nor is it implied that it has made, any representations and has not given any guarantees of quality, including, without limitation, speed or continuity, merchantability, suitability for a particular purpose, or otherwise in relation to the Work provided hereunder.**
3. **Except in respect of death or personal injury caused by HOMME-PRO’s negligence, or any loss caused by the fraud of HOMME-PRO, HOMME-PRO shall not be liable to the Client by reason of any representation, or any implied warranty, condition or other terms, or any duty at common law, or under the express terms of this contract, for any:(a) loss or damage incurred by the Client as a result of third party claims or defects in the Work;(b) loss of actual or anticipated profits;(c) loss of business opportunity;(d) loss of anticipated savings;(e) loss of goodwill;(f) injury to reputation; (g) any indirect, special or consequential loss or damage howsoever caused even if HOMME-PRO was advised of the possibility of them in advance; or,(h) any direct or indirect loss or disappointment caused by or in connection with the provision of services.**
4. **Without prejudice to any applicable exemption of liability and notwithstanding any other provision of this Contract, the total maximum liability of the Parties hereto for breach of this Contract and/or in tort relating to or resulting from the execution of this Contract and/or for a contravention of the Legislation, shall be limited to the amount of Fees paid by the Client under this Contract.**
5. **The Client shall be liable for all loss, damage or injury (whether direct, indirect or consequential) resulting from failure or delay in the performance of his obligations under this Contract.**

**10. ACCESS**

**The Client shall provide clear access, permits and permissions required, to carry out the Works. The Client shall provide if possible the floor plan drawing layouts; if this is not available HOMME-PRO reserves the right to render additional charges to complete the Works. The Client shall obtain consent for HOMME-PRO to obtain access to third party property if it is necessary for the proper execution of the Work. The Client shall be liable to HOMME-PRO for all loss or damage whether direct, indirect or consequently suffered by us as a result or failure or delay by the Client obtaining the necessary consent mentioned above.**

**11. ANCILLARY PROVISIONS**

1. **The Client undertakes at his own expense to provide such additional labor HOMME-PRO may reasonably require to put us in a position to carry out the Works. Such additional laborers shall be suitably qualified and experienced to carry out the Works. The Client should also provide at HOMME-PRO’s request such scaffolding, ladders or other equipment as may be necessary in order to reach access points to satisfactorily complete the Works.**
2. **Unless otherwise agreed in writing the Client will be responsible for the removal of all waste material from the Works site.**
3. **HOMME-PRO shall not be liable for any fractured or frozen pipes and cannot guarantee to clear blockages occurring in a frozen pipe or drain.**
4. **The Client will make all necessary arrangements with the proper authorities for traffic controls and signals required to carrying out the Works. If these are not provided or are inadequate, the Client shall be liable for any loss or damage resulting from this failure.**
5. **The Client shall be responsible for providing all necessary power and clean water supply to the Works site.**
6. **The Client shall be responsible for any damage that might be caused to the equipment including responsibility for any pant, machinery or equipment used by HOMME-PRO operatives.**

**12. NOTICES**

**Any notice that is given hereunder may be given in writing, by electronic mail or communicated verbally. Notices in writing shall be posted or faxed to the residence or place of business of the person to whom it is addressed and shall be deemed to have been received, in the case of facsimile or electronic mail on the day of transmission and in the case of notice given by post, within two days of posting.**

**13. WAIVER**

**Any waiver by HOMME-PRO or Client of any breach of contract by the other shall be in writing and shall not be construed as a waiver of any subsequent breach of the same or of any other provision. Without prejudice to the generality of the foregoing, failure by either party to enforce at any time or for any period any one or more of the conditions shall not be a waiver of them or of the right at any time subsequently to enforce all of them.**

**14. INVALIDITY OF THESE TERMS**

**If any provisions of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the remaining provisions of this Contract and the remainder of the provision in question shall not be affected thereby. As far as it is possible to do so any clause that is in whole or in part invalid or unenforceable shall be interpreted with the minimum possible amendment so that the clause or part thereof is found to be valid and/or enforceable and gives effect as far as possible to the previously expressed intention of the clause.**

**15. ENTIRE AGREEMENT**

**This Contract sets forth the entire understanding and supersedes all prior and contemporaneous agreements between the parties relating to the subject matter of this Contract and merges call prior and contemporaneous discussions between them.**

**16. APPLICABLE LAW**

**This Contract shall be governed and construed in accordance with the law of England and the parties submit to the exclusive jurisdiction of the English Courts in London. However HOMME-PRO only is entitled to waive this right and submit to the law and jurisdiction of the courts in which the Client is located.**

**17. THIRD PARTY RIGHTS**

**No person who is not a party to this Contract may in its own right enforce any terms of this Contract.**

**18. FORCE MAJEURE**

**HOMME-PRO shall not be liable to the Client or be deemed to be in breach of the contract for reason of any delay in performing or any failure to perform, any of HOMME-PRO’s obligations in respect of the Product, if the delay or failure was due to any cause beyond HOMME-PRO’s reasonable control including (without limitation) any failure to deliver the Product occasioned by strikes, inclement weather, civil unrest, an inability to obtain the Product from the importer or from the manufacturer.**

**19. AUTHORITY**

**The Client shall be deemed to be personally liable for the contract even though he shall hold himself out as acting as agent for a principal and despite him having purported to sign this Contract in a representative capacity so that their liability shall be joint and several. The Client warrants that he has the authority to bind the principal to the contract as agent on it.**