

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 9 (LIMITATION OF LIABILITY).

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 6 (Charges and payment).

Commencement Date: has the meaning given in clause 3.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.5.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Customer: the person or firm who purchases Services from the Supplier.

Customer Default: has the meaning set out in clause 5.2.

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

Deliverables: the deliverables set out in the initial survey or Specification Quotation produced by the Supplier for the Customer.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: The Customer's order for Services as set out the Customer's written or online acceptance of the Supplier's Specification Quotation.

Services: The services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification Quotation.

Specification Quotation: The description or specification of the Services provided in writing by the Supplier to the Customer following initial inspection of the site for the provision of Services for the Customer.

Supplier: Hodgson and Sons Ltd registered in England and Wales with company number 9361479.

Supplier Materials: has the meaning set out in clause 4.1h.

2. Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to **writing** or **written** includes email.

3. Basis of contract

3.1 The Specification Quotation constitutes an offer by the Supplier to provide Services in accordance with these Conditions.

3.2 The Specification Quotation shall only be deemed to be accepted when the Customer accepts the Specification Quotation online or in writing at which point and on which date the Contract shall come into existence (**Commencement Date**).

3.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

3.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4. Supply of Services

4.1 The Supplier shall supply the Services to the Customer in accordance with the Specification Quotation in all material respects provided that no unforeseen issues arise which were not apparent on the initial inspection of the site. In these instances, the Specification Quotation may be amended on agreement between the Supplier and the Customer verbally or in writing.

4.2 The Supplier shall use all reasonable endeavours to meet any performance dates but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.3 The Supplier reserves the right to amend the Quotation Specification if necessary to comply with any applicable law or regulatory requirement, or if the

amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

4.4 When the Customer is absent where further chargeable provision of Services agreed by the Supplier and the Customer are required, the Supplier will endeavour to contact the Customer to obtain permission prior to commencing such works. Where the Customer is non-contactable the Supplier will only continue with the works if prior authority from the Customer is received or it is unsafe for the provision of Services to cease.

4.5 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4.6 The Supplier provides the Services with standard labour guarantee for 12 months from the date of completion. The specific guarantee provided is dictated by the level of Services provided and will be specified by the Supplier in the Specification Quotation or may be requested in writing by the Customer before the commencement of Services.

4.7 The Supplier warrants to the Customer that all materials used in provision of Services are guaranteed as per the products used and dependent on the manufacturer's specification.

4.8 Where the Supplier is required to postpone a booked provision of Services due to reasons beyond the Suppliers control the Supplier will reschedule the booking with the Customer as soon as is convenient for both parties. The Supplier will not be liable for any costs for non-attendance or late attendance on site or for the late or non-delivery of any goods or materials associated with the Services nor for materials delivered which are faulty or incorrectly supplied.

4.9 If the Supplier's provision of Services is subject to a recall within 12 months of completion of the provision, the Supplier requires a minimum of 24 hours prior written notice to attend the property and provide repair or in instances where immediate repair is not possible, a report on the works required, prior to any alternative contractor being instructed by the Customer.

5. Customer's obligations

5.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Specification Quotation are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier, including but not limited to electrical power, running water and toilet facilities where reasonably possible;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services;

(f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(g) comply with all applicable laws, including health and safety laws;

(h) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

(i) comply with any additional obligations as agreed between the Customer and Supplier from time to time as set out in the Quotation Specification.

5.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 5.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5.3 The Customer warrants that they are either the owner of the premises where the Services will be conducted and is entitled to commission the Services without the consent of any third party or otherwise has the necessary authorisation for the Services to be carried out at the premises.

6. Charges, Payment and Consumer Contracts Regulations Cooling Off Period

6.1 For the purposes of this Clause 5, "**Domestic Customer**" shall mean any Customer who requires Services not in connection with a business, typically work carried out on their own home or the home of a family member. "**Commercial Customer**" shall mean any Customer who requires Services in connection with a business, whether that business operates for profit or not.

6.2 The Supplier shall invoice the Customer on completion of the Services, unless the Customer and Supplier have agreed a separate payment plan prior to the commencement of any Services where the Specification Quotation is in excess of £5000.00 inclusive of VAT.

6.3 Domestic Customers shall pay each invoice submitted by the Supplier:

(a) within 7 days of the date of the invoice; and pay the holding date deposit in advance of any works starting.

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, time for payment shall be of the essence of the Contract.

6.4 Commercial Customers shall pay each invoice submitted by the Supplier:

(a) On the basis of the terms negotiated with the Commercial Customer's client (typically the landlord or property management company or developer of the premises where the Services are provided by the Supplier); and

(b) within 30 days of the date of the invoice; and

(c) in full and in cleared funds to a bank account nominated in writing by the Supplier, time for payment shall be of the essence of the Contract.

6.5 The Supplier reserves the right to commence legal proceedings for payment of any invoice on the elapse of 30 days from the date of the invoice in the event of non-payment by the Customer.

6.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

6.8 If the Customer fails to make a payment due to the Supplier under the Contract by the due date the Supplier reserves the right to:

(a) charge the Customer for all reasonable costs incurred in the collection of any overdue invoice amounts; and

(b) charge the Customer the Supplier's minimum standard administration fee of £50.00 excluding VAT; and

(c) refuse to complete the balance of Services in the Specification Quotation.

6.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.10 Where the Customer cancels or postpones an appointment for the provision of Services by the Supplier on or before 4pm on the previous working day no cancellation fees will be charged to the Customer. Where cancellation takes place after this the Supplier reserves the right to charge the Customer standard administration fee of £50.00 excluding VAT. Where the Customer and Supplier have agreed a separate payment plan then stricter cancellations may be applicable, any such penalties amounts will be stipulated in the payment plan.

6.11 If you are a Domestic Customer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

6.12 Your right as a Domestic Customer to change your mind does not apply in respect of:

(a) services, once these have been completed, even if the cancellation period is still running;
products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and

(b) any products which become mixed inseparably with other items after their delivery.

6.13 If you are a Domestic Customer how long you have to change your mind depends on what you have ordered and how it is delivered.

(a) For Services, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

(b) For purchase of goods you have 14 days after the day you (or someone you nominate) receives the goods, unless:

(i) Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

(ii) Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

(iii) You must pay the cost of return of the goods.

7. Intellectual property rights

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

8. Data protection

8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 8, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means any Data Protection Legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

8.3 Without prejudice to the generality of clause 8.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

(a) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

(b) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.

9. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

9.1 The Supplier has obtained insurance cover in respect of its own professional legal liability for individual claims not exceeding £5,000,000.00 per calendar year. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

9.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.3 Subject to clause 9.2, the Supplier's total liability to the Customer shall not exceed the value of the Contract. The Supplier's total liability includes liability in

contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

9.4 This clause 9.4 sets out specific heads of excluded loss:

(a) Subject to clause 9.2, the types of loss listed in clause 9.4b are wholly excluded by the parties

(b) The following types of loss are wholly excluded:

- (i) Loss of profits
- (ii) Loss of sales or business.
- (iii) Loss of agreements or contracts.
- (iv) Loss of anticipated savings.
- (v) Loss of use or corruption of software, data or information.
- (vi) Loss of or damage to goodwill.
- (vii) Indirect or consequential loss.

9.5 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 4. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.6 The Supplier does not provide qualified telephone advice and does not accept liability for any advice the Customer may claim to have been received by this method of communication.

9.7 The Supplier does not accept liability for any such risk or event which they may communicate to the Customer in relation to the provision of Services where the Customer consents to bear such risk.

9.8 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 7 days from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9.9 This clause 9 shall survive termination of the Contract.

10. Termination

10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if

the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment; or

(b) there is a change of control of the Customer.

10.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 9.2b to clause 9.2d, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

11. Consequences of termination

11.1 On termination of the Contract:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

11.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

12. General

12.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2 Assignment and other dealings.

(a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

12.3 Confidentiality.

(a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3b.

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.4 Entire agreement.

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

12.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the

Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.8 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to:
info@hodgsonandsons.com

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 8.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.8(b)iii, business hours means 8.00am to 4.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.9 Third party rights.

(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

12.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

12.12 Trade Schemes. The Supplier is a member of 'Which Trusted Trader'; 'The Checktrade Scheme' and adhere to these organisations codes of conduct. For

more information on the above-named schemes please visit their respective websites.