

Terms and Conditions

1. Definitions

- 1.1 "Company" refers to Woodward Building Services Ltd, it's employees and subcontractors
- 1.2 "Client" refers to the person or organization requesting the work
- 1.3 "Works" refers to any services, repairs, maintenance or other labour provided by the company

2. Scope of Work

2.1 All work will be carried out as agreed at the time of booking. Any additional work identified during the course of the engagement will be discussed with the client prior to commencement, where reasonably practicable, and may be subject to additional charges.

3. Estimates/Quotations and Pricing

- 3.1. Any estimate or quotation provided by the Company is given in good faith based on the information available at the time and does not constitute a fixed price unless expressly stated in writing.
- 3.2. All estimates/quotations are valid for 30 days unless specifically stated in writing on the estimate/quotation.
- 3.3. Should unforeseen issues arise during the course of the Works, the Client will, where reasonably practicable, be notified prior to the incurrence of any additional work or costs. Notwithstanding the foregoing, should any such issue give rise to a health or safety concern for the Company's operatives or any persons on site, the Company reserves the right to take immediate action, including the adjustment, suspension, or cessation of the Works, as deemed necessary. The Client shall be informed of any such action as soon as reasonably practicable thereafter.
- 3.4. All prices are exclusive of VAT, as stated in the quotation or invoice.

4. Payment Terms

- 4.1 Payment is due within thirty (30) days from the date of the invoice
- 4.2 The Company reserves the right to charge interest on any overdue sums in accordance with the **Late Payment of Commercial Debts (Interest) Act 1998**, as amended.
- 4.3 The Company may suspend or withhold further Works where payment for previous invoices remains outstanding.

5. Call-Outs and Cancellations

- 5.1 A standard call out fee of £260 (ex. Vat) applies to all jobs, covering the engineer's attendance and the first 3 hours on site.
- 5.2 Cancellations made within 24 hours of scheduled attendance shall incur a cancellation fee equal to 100% of the quoted job
- 5.3 If the Client fails to provide access to the property or work area at the agreed time, the call-our fee will remain payable in full.

6. Materials and Parts

- 6.1 All materials and parts supplied by the Company remain its property until full payment for the relevant invoice has been received
- 6.2 Any manufacturers' warranties applicable to supplied materials or equipment will, where possible, be passed onto the Client.
- 6.3 The Company accepts no liability for defects or failures arising from materials or equipment supplied by the Client.

7. Workmanship Guarantee

- 7.1 The Company guarantees its workmanship for a period of 6 months from the date of completion of the Works.
- 7.2 This guarantee does not cover defects or damage resulting from misuse, neglect, normal wear and tear, interference by third parties or circumstances beyond the Company's control.
- 7.3 Any claims under this guarantee must be submitted in writing within the guarantee period.

8. Liability

- 8.1. The Company shall exercise reasonable skill and care in the performance of the Works.
- 8.2. The Company holds appropriate public liability insurance and will provide details upon request.
- 8.3. The Company shall not be liable for:
 - Pre-existing defects or faults in the Client's property or equipment;
 - Incidental or consequential loss or damage;
 - Any delay or failure resulting from matters outside the Company's reasonable control.
- 8.4. The Company's total liability arising from the performance of the Works shall not exceed the total value of the contract or invoice relating to those Works.

9. Access and Safety

9.1 The Client shall ensure safe and unrestricted access to all areas necessary for the completion of the Works. The Company reserves the right to refuse, delay, or suspend Works if conditions on site are deemed unsafe or unsuitable.

10. Force Majeure

10.1 The Company shall not be liable for any delay or failure to perform its obligations under these Terms if such delay or failure results from circumstances beyond its reasonable control, including but not limited to extreme weather, accidents, illness, equipment failure, or disruption of supply chains.

11. Governing Law and Jurisdiction

11.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of that jurisdiction.

12. Acceptance

12.1 By confirming a booking, instruction or acceptance of the Works, the Client acknowledges that they have read, understood and agreed to the Terms and Conditions.