

# Terms and Conditions

## **1. Application and entire agreement**

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (Services) by Mould Doctor Midlands Ltd, a company registered in England and Wales under number 13831207, whose registered office is at Bonfield Cottage, Atherstone road, Hartshill, Warwickshire, CV10 0TB (we or us or Service Provider) to the person buying the services (you or Customer).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (The Contract) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf.

## **2. Interpretation**

1. A “business day” means any day other than a Saturday, Sunday or bank holiday in England and Wales.
2. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
3. Words imparting the singular number shall include the plural and vice-versa.

## **3. Services**

1. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material 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.
2. We will use our reasonable endeavours to complete the performance of the services within the time agreed or as set out in the quotation. However, time shall not be of the essence in the performance of our obligations.
3. All of these Terms and Conditions apply to the supply of any goods as well as services unless we specify otherwise.
4. Areas of silicone and grout which have been affected by mould can be washed down with a fungicide, however this will not remove the staining. Similarly, whilst furniture and soft furnishings can be washed down with a fungicide, this does not guarantee the removal of stains or that the surfaces have not been damaged. This service will not be undertaken unless specifically requested.
5. We do not treat windowsills as part of our specification; however this can be added on request.



#### **4. Fees and deposits**

1. The fees for the services are set out in the quotation and are on a time and materials basis.
2. 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 other associated expenses.
  - b) The cost of services provided by third parties and required by us for the performance of the services.
  - c) The cost of any materials required for the provision of the services.
3. You must pay for any additional services provided by us that are not specified in the quotation in accordance with our then current applicable rate in effect at the time of performance or such other rate as may be agreed between us.
4. The fees are inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
5. You must pay a deposit as detailed in the quotation at the time of accepting the quotation.
6. If you do not pay the deposit to us according to the clause above, we can either withhold provision of the services until the deposit is received or can terminate under the clause below (Termination).
7. The deposit is non-refundable unless we fail to provide the services and are at fault for such failure (where the failure is not our fault, no refund will be made).
8. When a survey is conducted and a report issued payment is due within 7 days. If payment is not received the report and all related data remains the property of Mould Doctor Midlands Ltd until such time as the invoice is cleared in full.
9. In the case of disputes with housing associations, councils and estate agents where action is being taken, we reserve the right to issue a statement of culpability detailing causes of mould and the reasons it is present in the property. When tenants are at risk of homelessness we reserve the right to share the report (irrespective of payment) with councils, housing associations and official bodies.

#### **5. Cancellation and amendment**

1. 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 7 days from the date of the quotation, (unless the quotation has been withdrawn).
2. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation, in writing.
3. 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.
4. If, due to the circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), 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.

#### **6. Payment**

1. We will invoice for payment of the fees either:
  - a) When we have completed the services.
  - b) On the invoice dates set out in the quotation.
2. You must pay the fees due within 7 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.

3. 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 25% 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.
4. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
5. If you do not pay within the period set out above, we can suspend any further provision of the services and cancel any future services which have been ordered by, or otherwise arranged with you.
6. Receipts for payment will be issued by us only at your request.
7. All payments must be made in British Pounds Sterling.

## **7. Sub-contracting and assignment**

1. We can at any time assign, transfer charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner, any or all of our obligations to any third party.
2. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

## **8. Termination**

1. We can terminate the provision of the services immediately if you:
  - a) Commit a material breach of your obligations under these Terms and Conditions.
  - b) Fail to pay any amount due under the contract on the scheduled date for payment.
  - c) Are, become, or in our reasonable opinion are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of an insolvent debtor.
  - d) Enter into a voluntary arrangement under Part one of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors.
  - e) 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.

## **9. Intellectual property**

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

## **10. Liability and indemnity**

1. Our liability under these Terms and Conditions, in breach of statutory duty and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
2. The total amount of our liability is limited to the total amount of fees payable by you and under the contract.
3. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provisions of the services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
  - a) Any indirect, special or consequential loss, damage, costs or expenses.
  - b) 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.
  - c) Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control.
  - d) Any losses caused directly or indirectly by any failure or your breach in relations to your obligations.
  - e) 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.
4. You must 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.
5. Nothing in these Terms and 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.
6. If the tenant/occupant/landlord is prohibitive in allowing access to a property, or refuses any part of scheduled works, be it to either Mould Doctor Midlands Ltd or any subcontractors instructed by the same, no responsibility will be accepted in the case that mould/damp/high humidity returns or for any other conditions in the property that are a result of a failure to complete works owing to access issues.
7. In the event that ventilation systems installed by Mould Doctor Midlands Ltd are decommissioned/amended/alterd or subject to interference without just cause, all warranties are null and void. Should it be necessary to disconnect a unit, we should be contacted in advance in writing to advise. No action should be taken prior to contact.
8. Any requests to return to a property for further works or repairs should be made in writing within 30 days of the initial works date and if agreed in writing are not an admission of liability or culpability.
9. Where properties are not cleared in advance and curtains, curtain poles, blinds, fixtures and fittings are not taken down, we accept no liability for damage to these or surfaces where fixtures and fittings may be attached.
10. If damage occurs when ventilation is installed, owing to structural factors that are contrary to, or do not conform to building norms, we accept no responsibility to make repairs or recompense.

## **11. Data protection**

1. When supplying the services to the customer, the service provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the customer.
2. The parties agree that where such processing of personal data takes place, the customer shall be the “data controller” and the service provider 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.
3. For the avoidance of doubt, personal data, processing, data controller, data processor and data subject shall have the same meaning as the GDPR.
4. The service provider 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.
5. The service provider 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.
6. The service provider shall implement and maintain technical and organisational security measures as are required to protect personal data processed by the service provider on behalf of the customer.
7. Further information about the service providers approach to data protection are specified in its data protection policy, which can be found at <https://irp.cdn-website.com/e4fd0625/files/uploaded/GDPR.pdf>. For any enquiries or complaints regarding data privacy email [anna@moulddoctormidlands.co.uk](mailto:anna@moulddoctormidlands.co.uk).

## **12. Circumstances beyond a party’s control**

1. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to:
  - a) Industrial action.
  - b) Civil unrest.
  - c) Fire.
  - d) Flood.
  - e) Storms.
  - f) Earthquakes.
  - g) Acts of terrorism.
  - h) Acts of war.
  - i) Governmental action.
  - j) Any other event that is considered force majeure.
2. 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 terms and conditions.

### **13. Communications**

1. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
2. Notices shall be deemed to have been duly given:
  - a) When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient.
  - b) When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated.
  - c) On the fifth business day following mailing, if mailed by national ordinary mail.
  - d) On the tenth business day following mailing, if mailed by airmail.
3. All notices under these Terms and Conditions must be addressed to the most recent address and email address notified to the other party.

### **14. No Waiver**

1. 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.

### **15. Severance**

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

### **16. Law and jurisdiction**

1. 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 English and Welsh courts.

### **17. Your obligations**

1. You must obtain any permissions, consents, licences or otherwise that we need and must give us access to any and all relevant information, materials, properties and any other matters which we need to provide the services.