



**Fixability**  
Professional Solutions

# Fixability Professional Solutions

## Sales Terms & Conditions

**Fixability Professional Solutions Ltd**  
34 Green Lane, Walsall, WS2 8JH  
Tel 01922 214400 Email [Admin@Fixability.net](mailto:Admin@Fixability.net)  
Web [www.Fixability.net](http://www.Fixability.net)

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## **1. Interpretation**

**1.1** References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.

**1.2** Fixability Professional Solutions Ltd, a company registered in England and Wales at 126 Longwood Road, Walsall, WS9 0TD, trading from 34 Green Lane, Walsall, WS2 8JH with company number 12805615.

## **2. Relationship between the Parties**

**2.1** The Client engages Fixability to provide the services specified in these terms and conditions, and Quotation.

**2.2** No term of this agreement or course of dealings between the parties shall operate to make Fixability an employee or agent of the Client.

**2.3** Neither party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other party.

## **3. The Quotation**

**3.1** Fixability shall provide to the Client a proposal for the services to be provided (“the Quotation”) which shall set out:

- a)** The services which Fixability will undertake for the Client.
- b)** The date or time period within which the service will be performed.
- c)** The prices which the Client shall be charged for the performance of the services including:
  - i.** Any fees which Fixability shall charge.
  - ii.** Any disbursements or expenses which Fixability will require the Client to meet (including but not limited to the prices of materials).
  - iii.** Any VAT or tax element which will be payable by the Client.

**3.2** Where a contract is entered into between Fixability and the Client, the Client will be deemed to have accepted the content of the Quotation in full.

## **4. The Services and the Time and Manner of their Delivery**

**4.1** Fixability will provide such services to the Client as are set out in the Quotation.

**4.2** The services will be provided to the Client within the timeframe specified in the Quotation.

**4.3** Time frames and dates of delivery are provided for guidance only and Fixability makes no guarantee that the services will be performed within the specified period. For the purposes of this agreement, time shall not be of the essence and Fixability shall not be liable for any loss or damage suffered by the Client as a result of the delivery of services being delayed or postponed for any reason.

## **5. Payments**

**5.1** The contract price is set out in the Quotation, which includes details of the charges which Fixability will make for labour, materials and plant as well as any taxes or additional costs or expenses or disbursements which Fixability may charge to the Client. Invoices will be prepared either every month or upon completion of the works whichever is the sooner

**5.2** Payment of the invoice will be made immediately either by card payment or by immediate electronic transfer.

**5.3** Notwithstanding 5.1 and 5.2 above, Fixability may vary the contract price from the amount set out in the Quotation where they have provided services which are different or in addition to those set out in the Quotation either at the specific request of the Client or because Fixability has been required to complete additional work which was not anticipated at the time the Quotation was made, or because of market fluctuations in the price of materials.

**5.4** The Client agrees:

- a)** Not to withhold any sums due to Fixability
- b)** To pay to Fixability interest at a rate of 5 percentage points per annum above the Bank of England base rate on any payments which are not settled in accordance with section 5.2.
- c)** To pay to Fixability such costs and expenses as they may incur in recovering payment from the Client where the Client fails to make payment in accordance with these terms and conditions. Without limiting Fixability's other remedies, the provision of the Service may be suspended, and the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.

## **6. Cancellation**

**6.1** In accordance with the Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations (2008) the Client may cancel this contract within 7 calendar days of signing this agreement (or within whatever extended period Fixability may specify in the Quotation) and shall be entitled to a full refund of any monies paid to Fixability, less an amount representing any reasonable administration costs which Fixability has incurred. Any cancellation outside this period will not entitle the Client to a refund of any monies paid.

## **7. Client's Obligations**

**7.1** The Client shall be responsible for the correctness of all measurements for products or materials which he gives to Fixability. Where these measurements are not correct and accordingly materials or products which are ordered or provided by Fixability are the wrong size, the Client shall bear the expense of rectifying this.

All selections relative to style, colour, texture, etc. are the sole responsibility of the Client. Fixability does not guarantee matching of existing paint, stain, tile, caulk, grout, texture, brick, mortar, etc.

**7.2** The Client shall co-operate with Fixability as may be necessary to facilitate this agreement, including but not limited to:

- a)** Permitting Fixability access to the property or location in which the services are to be supplied ("the Site") and assuring that such access is appropriate and adequate.
- b)** Where the Site is indoors, ensuring that there is adequate ventilation, light and electricity.
- c)** Providing for Fixability such facilities as may be necessary in order to allow us to complete the services.
- d)** Following Fixability's reasonable Instructions relating to safety and the state of work which has recently been completed by Fixability or is in the process of being completed or to the state of the Site in general, including directions and restrictions on appropriate usage, care and maintenance.

**7.3** Unless the Quotation specifies otherwise, the Client will be responsible for any cleaning and redecorating which is necessary to the Site after Fixability has completed the agreed services (with the exception of the removal of waste materials or building rubble, which shall be the responsibility of Fixability as set out in 8.3, below).

**7.4** Where Fixability stores or keeps any materials or equipment on Site, the Client shall be responsible for the security and safety of such, and shall account to Fixability for any loss or damage.

**7.5** The Client shall be responsible for any permissions, licences or consents which are necessary in order for the services to be provided.

The Client warrants that he has applied for and obtained all such necessary permissions, licence or consents prior to contracting Fixability.

**7.6** If hidden problems are discovered during the job, the craftsperson will stop all work and requote the job. If a requote is required, no work will continue until Customer agrees to the additional work. In the event that this is not acceptable then the customer will pay for the work performed to date. If hazardous substances, including but not limited to, asbestos are discovered then the work will cease until such time as the substances are removed or made safe. In this event the customer will pay for the work performed to date.

**7.7** Certain work is excluded from warranty including, but not limited to, caulking, grouting, drywall cracks, blocked plumbing, and leaks of any type unless the unit is replaced.

## **8. Fixability Obligations**

**8.1** Fixability shall perform all duties, services and obligations under this contract with reasonable care and skill and to a reasonable standard. They shall comply with all relevant codes of practice and statutory or regulatory requirements.

**8.2** Fixability shall take all reasonable care with the Client's property, including taking reasonable steps to protect the Client's furnishings, fittings, wall, ceiling and floor coverings during the provision of the services.

**8.3** Fixability shall be responsible for managing and arranging the safe and lawful disposal of any waste materials which are generated or removed from the Client's property as a result of the provision of the services.

**8.4** Fixability shall at all times hold valid employer and public liability insurance policies.

## **9. Property Rights and Assumption of Risk**

**9.1** Any property rights, title or ownership of any property or materials which are used by Fixability in providing or delivering the service shall remain with Fixability until the Client has made payment in full, in accordance with these Terms and Conditions.

**9.2** Risk in, and responsibility for any products or materials which are used in the supply, performance or delivery of the services shall pass from Fixability to the consumer:

- a)** Where Fixability is responsible for delivering the products or materials to the Client, upon delivery; or
- b)** Where Fixability is not responsible for delivery, at the moment the products or materials leave Fixability's storage premises.

## **10. The Guarantee**

**10.1** Fixability provides a satisfaction guarantee and limited warranty which can be found on the Fixability website.

## **11. Termination**

**11.1** This agreement shall continue until the services (or any mutually agreed addition, extension or variation thereof) have been provided, or until terminated in accordance with the below.

**11.2** Without prejudice to the above the employment of Fixability under this Agreement may be terminated immediately where any of the following circumstances arise:

- a)** Either party commits a serious breach or persistent breaches of this agreement including but not limited to the non-performance, neglect or default of any of his duties as outlined herein (including a failure on the part of the Client to make payment within agreed timescales) and after notice of this breach has been given to the defaulting party it remains un-remedied and unrectified 3 days after such notice.
- b)** Either party commits a breach of this agreement which cannot be remedied.
- c)** Either party becomes insolvent or enters into a CVA or IVA

**11.3** Upon termination of the employment of Fixability under this agreement the Client shall pay to Fixability such sums as may represent work done and expenses incurred up to and including the date of the termination.

**11.4** Any right to terminate the employment of Fixability under this agreement shall be without prejudice to any accrued rights or liabilities arising out of this agreement which are in existence at the date of termination.

## **12. Disclaimer and Exclusions**

**12.1** Fixability shall not be responsible in any circumstances to the Client or any third party for any loss of profit or indirect or consequential economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise.

## **13. Indemnity**

**13.1** The Client shall indemnify Fixability against any loss or damage which results from the Client's breach of this agreement or failure to abide by any of its terms.

## **14. Force Majeure**

**14.1** Neither party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside his reasonable control including but not limited to acts of God, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery or shortage of raw materials or supplies.

## **15. Warranty of Contractual Capacity**

**15.1** Both parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement and have obtained all necessary permissions and approvals.

## **16. Whole Agreement, Governing Law, Severability and Miscellaneous Provisions**

**16.1** This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both parties.

**16.2** This Agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

**16.3** All clauses, sub clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this Agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.

**16.4** All terms, conditions and covenants contained in this agreement shall bind the parties and their heirs, legal representatives, successors to title and permitted assignees.

**16.5** Nothing in these terms and conditions shall incur any rights on a third party and no third party may enforce any provision of this contract under the Contracts (Rights of Third Parties) Act.

**16.6** The failure by either party to enforce any provision of this agreement shall not be deemed a waiver or limitation of that party's right to subsequently compel and require strict compliance with every provision of this agreement.

## **17. Employment of Fixability Employees**

**17.1** In order to protect the legitimate business interests of Fixability, the Client agrees not to employ or contract any Fixability employee, business contractor or agent, who works on behalf of Fixability; solicit or attempt to solicit any Fixability employee, business contractor or agent, who work on behalf of Fixability; or, induce any Fixability employee, business contractor or agent, who work on behalf of Fixability, to leave the employment of Fixability to work for any third party. These restraints shall be in force for the Term and for 12 months from the date of termination or expiry of this Contract, howsoever arising.

**17.2** The remedy for a breach of such undertaking will be 15% of a full year's wage costs.

## **18. Variation**

**18.1** Fixability may amend these Conditions from time to time by issuing revised Conditions to the Client in writing.

## **19. Third Party Rights**

**19.1** A person who is not a party to this Contract shall not have any rights under or in connection with it.