

Terms & Conditions

1. Application

1.1 We are quoting on the assumption that You are a “Consumer” as defined in Clause 3 below.

1.2 You may only accept the quotation if You are a “Consumer”. If You are not, the quotation will not be valid. In that case, please let Us know and We will provide a quotation and terms and conditions for You as a Non Consumer.

1.3 These Terms and Conditions apply to the supply of the services detailed in the quotation (“Services”) by Protex Property Renovations Limited T/A Render XP a company registered in England under number 10438851 whose registered office is at Unit 7, Withy Wells Business Park, Spetchley, Worcester, WR5 1RW. Vat registration No. 496 3747 36 (“**Us/We/Our**”) to you as a Consumer (“**You**”). No other terms and conditions will apply unless We and You agree in writing that they will apply.

2. Information

2.1 We are required by the Regulations (as defined in Clause 3 below) to ensure that certain information is given or made available to You as a Consumer before We make our contract with You (i.e. before you accept Our quotation) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will ensure that We have made it available to You before You accept the quotation.

2.2 All of that required information, and any other information We give You about the Services or Ourselves which You take into account when deciding to accept the quotation or when making any other decision about the Services, will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

3. Interpretation

3.1 A “**Consumer**” means a consumer as defined in the Consumer Rights Act 2015. In relation to these Terms and Conditions, it means Our customer who is an individual and who receives the Services for the customer’s personal use and for purposes wholly or mainly outside the purposes of any Business.

3.2 A “**Business**” means any business, trade, craft, or profession carried on by You or any other person/organisation.

3.3 The “**Regulations**” means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

3.4 A “business day” means any day other than a Saturday, Sunday or bank holiday.

3.5 The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.

3.6 Words signifying the singular will include the plural and vice-versa.

4. Services

4.1 From the commencement date stated in the quotation and in return for payment of the Fees, We shall provide the Services to You.

4.2 We shall use reasonable care and skill in carrying out the Services and shall comply with any and all relevant codes of practice.

4.3 We shall use Our reasonable endeavours to complete the Services in the time stated in the quotation. However, that time is only Our estimate of the time needed, and it may not take as long as we have estimated, or it may take longer than we have estimated. Please be advised, external works are weather dependent.

5. Your Obligations

If We need information, materials, consents or other things from You to provide the Services, You will need to provide them to Us or give Us access to them, and if You do not, We will not be liable to You if We delay or fail to provide the Services due to Your failure to comply with this Clause 5.

6. Fees [and Deposit]

6.1 You shall pay Us the fees (“Fees”) set out in the quotation for the Services.

6.2 You shall pay Us a deposit (“Deposit”) as stated in the quotation either at the time You accept the quotation.

6.3 If You do not pay the Deposit to Us as stated by sub-Clause 6.2, it will be a breach of contract by You, and We will then be entitled either to delay beginning the Services until You pay it or, if We decide to do so instead, not provide the Services and terminate Our contract with You under Clause 8.]

6.4 Payment of a Deposit shall be part payment of Fees. We will keep it in part payment of the Fees due and any liability You have to Us under Clause 10.2, but in any other case We will refund it to You.

7. Quotation, Contract and Variation

7.1 Whether or not Your enquiry/order for the Services is an *offer* to purchase the Services, Our quotation is Our response to Your enquiry/order but the quotation is *not an acceptance* by Us of Your enquiry/order.

7.2 The quotation We give to You is Our contractual *offer* to provide the Services to You. Your acceptance of the quotation will be Your confirmation that You are a Consumer, and You may not accept it if You are not a Consumer. If and when You accept that offer in writing, it will be Your and Our agreement to the quotation and these Terms and Conditions, and there will then (from the time that You accept the quotation) be a legally binding contract between You and Us on those Terms and Conditions for Us to provide the Services in accordance with the quotation.

7.3 You may validly accept the quotation within the date of the quotation shown but You may not do so if, before You have accepted it, We tell you in writing it that We are withdrawing it.

7.4 If We or You do not wish to proceed with Your enquiry/order for any reason, We may withdraw the quotation and You may cancel or withdraw Your enquiry/order if You have not yet accepted (or have rejected) the quotation.

7.5 If You wish to vary any details of the Services, You must tell Us in writing as soon as possible. We shall tell you of any addition to the Fees that will be payable for the changes and will make the changes if We reasonably can do so. Only if You and We agree the changes and the addition (if any) to the Fees, will the Services be varied and We will then invoice You for the additional Fees (if any) agreed.

7.6 If at any time, due to circumstances beyond Our control, We have to make any changes in the Services or the arrangements relating to the provision of them, We shall tell You immediately. We shall keep any such changes to a minimum and will not increase the Fees, and We will try to ensure that the changes are not of any real significance to You. However, if the changes will be of real significance to You, You may cancel the Services as from the time that We tell You the changes will come into effect and You will not be liable for any Fees for any period after that time. We will not be liable to You if You cancel in those circumstances but We will refund any Deposit or other advance payment if it exceeds the Fees You have paid or are payable under the contract for the period up to the date the changes come into effect.

8. Payment

8.1 If You accept the quotation (see sub-Clauses 7.2 and 7.3), We shall invoice You for the Fees either (a) when We complete the Services (if We have not set out any invoice date/s in the quotation); or (b) on the invoice date/s, if We have set out an invoice date/s in the quotation.

8.2 You shall pay Us the Deposit Fees on acceptance of the quotation, and balance payment on the day of completion or instead, if We and You have agreed any other time/s or period/s for payment, by that time or within that period.

8.3 If You do not pay Fees on time (as required by sub-Clause 8.2), We may, (without affecting our right to later terminate under sub-Clause 10.3.3) charge You interest accruing on a daily basis at the rate of 2% per annum above the Bank of England base rate from time to time on the amount outstanding until You make payment in full.

8.4 We will give You a receipt for any payment only if You ask Us for a receipt.

8.5 You must make all payments in Pound Sterling unless We and You agree in writing to some other currency.

9. Sub-Contracting

9.1 We may use sub-contractors for some of the services we provide.

10. Termination

10.1 If the contract we make with You is not made on Our premises, the Regulations give You the following cancellation rights, and those rights will be in addition to the rights You have under the law and the rights We have given to You under these Terms and Conditions:

10.1.1 You may for any reason cancel any of the Services during the 14 day period after You accept the quotation, but if the quotation includes any Services to be provided on any date/s falling before the end of that 14 day period and if You expressly request Us to provide those Services and We do so, You may not cancel the Services to be provided in that 14 day period, and You must pay for them as required by these Terms and Conditions. You may also during that 14 day period cancel any Services covered by the quotation which are to be provided either:

(a) after the end of that 14 day period; or

(b) during that 14 day period if they are Services which You have not expressly requested Us to provide in that 14 day period.

10.1.2 If all of the Services covered by the quotation have been fully provided within that 14 day period, You will lose the right to cancel those Services.

10.1.3 If, as allowed by the Regulations (and this sub-Clause 10.1), You request that the Services to be provided are to be cancelled by You, You must confirm this in any way convenient to You.

10.1.4 If You cancel as allowed as above, and You have already made any payment(s) to us for the Services, We will refund the payment(s) to You within 14 days of receiving Your cancellation less any amount due for those Services that We have already provided to You, and You will not have any liability to Us in relation to that cancellation except to pay for them as set out in sub-Clause 10.1.1.

Sub-Clause 7.6 also contains a right for You to cancel the Services in the circumstances set out there.

10.2 We may terminate provision of the Services and the contract immediately, and sub-Clause 10.3 will then apply, if:

10.2.1 You commit a serious breach of Your obligations under these Terms and Conditions; or

10.2.2 You are or become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors; or

10.2.3 You do not pay Us all or any Fees or deposit or other amounts payable on time (even if We have previously charged You interest under sub-Clause 6.3) and We have given You at least 14 days prior notice of our intention to terminate; or

10.2.4 We find that you are not a Consumer.

10.3 On termination under any of sub-Clauses 10.2, Fees will be payable by You up to the date of termination as follows. Where the Services are an ongoing service to be provided over a period before and after the date of that termination, or where only part of the Services have been provided by that date, Fees will be payable if the Services which have been provided are of benefit to you although incomplete, and the amount payable will be based on the Fee rate or in proportion to the total price.

10.4 If You are liable to Us under this Clause 10 for any amount/s, We may take that amount from any deposit that we hold and shall return any balance to you. However, if the deposit that We take is less than Your liability, You must pay Us the difference.

11. Intellectual Property

We reserve all copyright and any other intellectual property rights (if any) which may subsist in anything We create, use, or provide in connection with provision of the Services. We reserve the right to take any action as appropriate to restrain or prevent the infringement of such intellectual property rights.

12. Liability and Consumer Rights

12.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.

12.2 We provide Services to You only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide to You are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

12.3 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

12.4 Furthermore, If you are a Consumer, either as defined by the Consumer Rights Act 2015 or for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under the Consumer Rights Act 2015, the Regulations, or any other applicable consumer protection legislation, as that legislation is amended from time to time. All such duties, obligations, rights, remedies and liabilities under such legislation are in addition to those under these Terms and Conditions.

12.5 For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

13. Force Majeure

Neither We nor You ("first party") will be liable to the other for any failure or delay in performing obligations where the failure or delay is due to a cause beyond the first party's reasonable control ("Force Majeure"). In that case the failure or delay will not be a failure or delay contrary to these Terms and Conditions or the quotation.

14. Communications

14.1 All notices or other communications from You or Us under these Terms and Conditions must be in writing.

14.2 A notice will be valid and effective if sent by email or pre-paid post to the email address or postal address of, as the case may be, You or Us, which is stated in the quotation.

15. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

16. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

17. Complaints

Whilst We use all reasonable endeavours to ensure that Your experience as Our customer is positive, We want to hear from You if You have any complaint about Our Services or any other complaint about Us or any of Our staff or sub-contractors. Please raise any complaint by email to: info@renderxp.co.uk.

18. Law and Jurisdiction

18.1 These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law.

18.2 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.