

FF PROPERTY MAINTENANCE TERMS & CONDITIONS

- a. For the purpose of these terms and conditions the following words will have the following meanings:
 - a. 'The Company' shall mean FF (Feather Flickers) Property Maintenance.
 - b. 'The Customer' shall mean the person or organisation for whom the Company agrees to carry out works and/or supply materials.
 - c. 'The Operative or Engineer' shall mean the representative appointed by the Company.
2. The Company reserves the right to refuse or decline work at it's own discretion. Where the Company agrees to carry out works for the Customer, those works shall be undertaken by the designated operative of the Company at it's absolute discretion.
3. **HOURLY RATE WORK**

The total charge to the Customer shall consist of the cost of materials supplied by the Company (not exceeding the trade purchase price of materials +15%) & the amount of time spent by the operative in carrying out the works (including all reasonable time spent in obtaining un-stocked materials), charged in accordance with the Company's current rates. The Customer shall only be charged for the time spent related to the Customer's work. All charges are subject to VAT at the current rate except in cases where the work carried out is zero rated. Our current rates are listed on the FF Property Maintenance website.
4. **FIXED PRICE WORK**

Shall be given as a firm cost, (manifest errors exempted) including Labour and Materials and shall be within 20% over and above the equivalent total hourly rate cost. All costs are plus VAT at the current rate.
5. Where a written estimate has been supplied to the Customer the total charge to the Customer referred to in the estimate should not exceed the actual time taken by more than 20% but may be revised in the following circumstances:
 - i. If after submission of the estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.
 - ii. If after submission of the estimate there is an increase in the price of materials.
 - iii. If after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared.
 - iv. If after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.
6. The Company shall not be under any obligation to provide an estimate to the Customer and shall only be bound (subject as hereafter) by estimates given in writing to the Customer and signed by a duly authorised representative of the Company. The Company shall not be bound by any estimates given orally or in which manifest errors occur.
7. **Material Collection - collection of non-stock items is chargeable but:**
 - a. Time must be kept to a minimum and reasonable.
 - b. The customer must be kept informed wherever possible when the operative leaves the premises.
 - c. If the collection time is likely to exceed 45 minutes the Customer must be additionally informed of the circumstances.
 - d. Only one engineer is allowed to leave the job to collect parts.
 - e. The collection of materials which should be normally stocked items is non-chargeable.
8. Invoices are due for payment immediately upon delivery to the Customer. Any part of that invoice which remains unpaid shall carry interest at the rate of 8% over the base rate until payment is received in full by the Company.
9. Where the date and/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use it's best endeavours to ensure that the operative shall attend on the date and at the time agreed. However, the Company accepts no liability in respect of the non-attendance on site of the operative/engineer or for the late or non-delivery of materials.
10. The Guarantee shall be for labour only in respect of faulty workmanship for 6 months from the date of completion with the manufacturers warranty in force. The Guarantee will become null and void if the work/ appliance completed/supplied by the Company is:
 - a. Subject to misuse or negligence.
 - b. Repaired, modified or tampered with by anyone other than a Company operative. The Company will accept no liability for, or guarantee suitability, materials supplied by the Customer and will accept no liability for any consequential damage or fault.
11. The Company will not guarantee any work in respect of blockages in waste and drain systems etc. The Company will not guarantee any work undertaken on instruction from the Customer and against the written or verbal advice from the operative/engineer. Work is only guaranteed in respect of work directly undertaken by the Company and payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by the Company will not be guaranteed. The Company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out. Work will not carry a guarantee were the Customer has been notified by the operative either verbally or indicated in ticked boxes or in Comments Recommendations of any other related work which requires attention. The Customer shall be solely liable in respect of Corgi Registrations or Gas Warning Notice issued.
12. Where the Company agrees to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works and the Company accepts no liability in respect of the effectiveness of such works or otherwise.
13. Engineers/Subcontractors operate under their own Corgi Registrations and as such are solely responsible for any Gas related work and subsequent liability.
14. The Company shall be entitled to fully recover costs or damages from any operative/engineer/ contractor whose negligence or faulty workmanship results in the Company being made liable for those damages or rectification of the work.
15. These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of the Company and by the Customer. Further, these terms and conditions shall prevail over any terms and conditions used by the customer or contained or set out or referred to in any documentation sent by the Customer to the Company; by entering into a contract with the Company the Customer agrees irrevocably to waive the application of any such terms and conditions.
16. Title to any goods, supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until payment in full for such goods has been made by the Customer to the Company. Until such time as title in the such goods has passed to the Customer:
 - i. The Company shall have absolute authority to repossess, sell or otherwise seal without dispose of any or part of such goods in which title remains vested in the Company.
 - ii. For the purpose specified in (i) above, the Company or any of it's agents or authorised representatives shall be entitled at any time and without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.
 - iii. The Company shall be entitled to seek a court injunction to prevent the Customer from selling, transferred or otherwise disposing of such goods. Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, and until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value and the Customer shall forthwith, upon request, provide the Company with a certificate or other evidence of such insurance.
17. The Company shall not be liable for any delay or for the consequences of any delay in performing any of it's obligations if such delay is due to any cause whatsoever beyond it's reasonable control, and the Company shall be entitled to a reasonable extension of the time for performing such obligations.
18. All costs for work undertaken will be invoiced in pounds sterling.
19. Cheques should be made payable to Warner House Companies Ltd.
20. The Customer is responsible for paying all bank and legal charges resulting in a dishonoured cheque.
21. No work can be undertaken unless the Customer settles all outstanding balances.
22. By ordering Feather Flickers Property Maintenance services by telephone, fax, e-mail or by website the Customer agrees to be bound by the terms and conditions.
23. Legal action will be taken immediately against any person who breaches these terms and conditions.