

Our terms and conditions of business

In this agreement "we" and "ours" refers to Chez Concierge Ltd. whose main office is Beech Cottage, Puddington, Nr. Tiverton, Devon, EX16 8LW, "you" refers to the Customer; "our tasks" means the provision of our services to you such as the visit of your property on an agreed basis, sourcing and engagement of a supplier to perform the services; "the Services" means the services which you have engaged us to obtain on your behalf by a supplier; "Supplier" means a third party e.g. plumber, which we, acting as your agent and not as principal, have engaged for you to carry out services at your request; "Prime Supplier" means a supplier whose ability, qualifications and insurance to carry out the services have been researched and approved by us.

1. (1) We are a second home management company and you have engaged us to perform certain services on your behalf which may include the arrangement of services to be carried out for you by a supplier. Where the services may legally be carried out only by a supplier with suitable qualifications and/or insurance, we shall use reasonable endeavours to ensure that any supplier chosen by us to perform the services shall be so qualified/insured.

(2) If we cannot arrange for a prime supplier to perform the services for you, we may, with your prior approval, arrange for a supplier who is not a prime supplier to perform the services, in which case clauses 2 and 10(b) will not apply.

2. (1) Where we have engaged a prime supplier to carry out the requested services, unless you have expressly requested or agreed to a particular supplier or a specific charge for the services, we shall make reasonable efforts to ensure that the supplier's charges for providing the services are reasonable having regard to the local market rate for such services in the general locality of the performance of the services. However, we give no warranty as to any supplier's charges for any services which have been ordered, negotiated or arranged by you direct with the supplier.

(2) Whilst we shall use our best endeavours to ensure that any prime supplier selected by us is competent to carry out the services to a proper standard of workmanship and quality, we shall not be liable if his performance falls below that standard.

(3) The Chez Concierge list of preferred suppliers is not a directory for clients to access without the arrangements for these services to be undertaken by us. Should you wish to make your own arrangements with one of such suppliers an appropriate charge of up to one hour will be made to your account.

3. (1) Our charges for our tasks (i.e. the tasks we carry out for you ourselves) will be levied at our advertised rates from time to time. VAT at the standard rate will be added to our charges as applicable.

(2) Our office hours are 8 am to 6 pm Monday to Friday excluding Christmas Day, Good Friday and bank holidays. If at your request we carry out tasks for you outside our office hours our charges will bear an uplift.

4. We shall not be responsible for the security of communications sent by us to you or others in relation to our tasks and the Services by email or fax. Please let us know if, at any stage, you do not wish us to use email or fax for communications.

5. We intend to rely upon the written terms set out here. If you require any changes, please make sure that you ask for them to be put in writing. In that way, we can avoid any problems surrounding what we and you are each expected to do.

6. (1) In the event that you engage us to arrange for services to be performed at a particular location, you will give reasonable access to such location (including to the interior of any premises) to us and our employees and agents and to the supplier and its employees and agents as may be necessary for the services to be performed without hindrance.

(2) Travel time to and from your premises or for errandrunning purposes is chargeable at our usual advertised hourly rates, capped at 30 minutes within Devon. Travel time for work requiring our physical presence outside Devon will be agreed on a case by case basis. Travel time is not chargeable if the amount of work takes a full working day of seven hours or more.

7. You will be responsible for obtaining from other parties (e.g. insurer) or any government or competent authority any consents that may be necessary for the services to be provided.

8. We will not be liable under this agreement for any loss or damage caused by us or our employees or agents in circumstances where (i) there is no breach of a legal duty of care owed to you by us or by our employees or agents; (ii) such loss or damage is not a reasonably foreseeable result of any such breach; (iii) any increase in loss or damage resulting from the breach by you of any term of this agreement.

9. We will not be liable under this agreement for any loss or damage caused by the supplier its employees or agents.

10. (a) We shall not be liable to you if any document procured by us for you (e.g. theatre ticket) is subsequently found not to be genuine or if it is not accepted by any other party (e.g. theatre) as genuine;

(b) however we shall use all reasonable endeavours to ensure that such documentation is genuine and bona fide.

11. We shall not be liable to you if we do not perform our tasks, or the services are not performed by any third party, for reasons beyond our control e.g. strike, lockout, labour dispute, transport difficulties, act of God, war, riot, civil commotion, malicious damage, application of law, accidental breakdown of plant and machinery, fire, flood, storm and other circumstances affecting the provision of goods and services.

12. Suppliers' charges for the performance of the services will at all times be payable by you, unless we have agreed otherwise. If it has been agreed that we shall tender payment for the services to any supplier, it will be on the basis that we do so as our agent and that you refund any such payment to us immediately upon demand save to the extent that you have provided the necessary funds beforehand.

13. Payment of our charges for our tasks shall be payable on invoice. Interest at 2% pa over the base rate from time to time of Halifax Bank plc will be charged upon any balance due which remains unpaid 14 days after invoice (both before and after judgment).

14. Any complaint you wish to make about the performance or conduct of a supplier should be addressed to the supplier. We would however, request you to notify us of any such complaint, since it would assist us in assessing, for future use, the adequacy of the supplier as a provider of the relevant services.

15. We endeavour to provide a high quality service to you in carrying out our tasks. If you are unhappy at any time about how we perform our tasks for you, please contact the managing director at our main office address, and we would seek to investigate any such complaint as soon as reasonably practicable and report back to you. This does not affect your statutory rights.

16. CANCELLATION & COOLING-OFF PERIOD

(1) You have received a copy of this agreement before our tasks have been performed. You have a right to cancel this agreement within one week of that date, except where (i) we have performed all or part of our tasks (ii) the services have been performed or (iii) the supplier has been engaged by us on your behalf.

(2) If you wish to cancel, you must notify us in writing, at the office address shown overleaf, so that we receive it within one week of the date shown overleaf.

(3) If you cancel your order we shall (i) charge you for the tasks we have carried out for you up to the time we have received notice of cancellation at the rate mentioned in clause 3 (ii) be entitled to recover from you any money paid by us to a supplier in relation to the services you have requested (iii) any money paid by us for goods reasonably required in the procurement of the services or the carrying out of our tasks (e.g. price of theatre ticket).

(4) We reserve the right to cancel this agreement at least a week before the intended date of performance of the services, without giving reasons, all we shall use reasonable endeavours to notify you of any such cancellation as soon as reasonably practicable to do so.

17. (1) We may make a search in relation to your financial status with a credit reference agency, which will keep a record of that search and will share that information with other businesses. If you are a company we may also make similar enquiries about your directors.

(2) Save to the extent that disclosure might be required by law, we shall keep confidential to you all information about you and we shall not disclose any information about you to any other party except to a supplier to the extent that such disclosure is necessary to enable the supplier to perform the services.

(3) We may monitor visits to our website and retain information about you (e.g. the use of cookies and other computer-held or computer-generated data).

18. Any notice or communication which is given under the terms of this agreement or in relation to our tasks shall be served by first-class post (in the case of a notice being sent to us, to our main office address) and shall be deemed to have been received on the second working day after posting, or by fax or email which shall be deemed to be received on the day of transmission if sent before 4 pm or the next working day if sent after 4pm.

19. If any of provisions of this agreement are unenforceable such provisions shall be severed from this agreement and the remainder of the provisions shall remain in full force and effect. This agreement shall be construed in accordance with English law and we and you agree to submit to the non-exclusive jurisdiction of the English courts.

20. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement. We may assign our rights and obligations under this agreement. You may not assign your rights and obligations under this agreement.