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TERMS & CONDITIONS

Contract & Letting Agents Revision: 20260414 (Effective from 14/04/2026)

1. General

1.1 – Application of Terms These Terms & Conditions (“T&Cs”) apply to all instructions given by Landlords or Letting Agents (“You/Your”) to Power Point (Glos) Ltd (“We/Us/Our”). By instructing us to undertake any repair, replacement or related work, You agree to be bound by these T&Cs.

1.2 Entire Agreement & Supremacy of Terms The current version of these Terms, as published on our website and linked in our booking confirmations, governs all instructions given to us. They supersede and terminate any prior terms, agreements, or arrangements between us, whether written, oral, implied, or signed, including any contracts previously signed by a director of Power Point (Glos) Ltd. From the date of these Terms, all new instructions are accepted solely on this basis, and by instructing us or allowing an appointment to proceed you confirm that these Terms govern the instruction exclusively. For Consumer Landlords, statutory rights are not affected; Business Customers do not benefit from consumer protection legislation.

1.3 – Governing Law This contract shall be governed by the law of England & Wales.

1.4 – Insurance We hold valid Public Liability insurance, details of which can be provided upon request.

1.5 Privacy Policy Our Privacy Policy (covering data collection, use and retention) forms part of these terms and is available here: <https://powerpointglos.co.uk/about-us/privacy-policy/>

1.6 Callout Fee Definition “Callout fee” means our combined attendance and labour charge for attending the property, diagnosing, and where possible, undertaking the repair.

1.7 BER Definition “BER” (Beyond Economical Repair) means, in Our reasonable opinion, the cost of repair would exceed the value of the appliance or be disproportionate compared with a replacement.

1.8 Commission Element “Commission element” refers to any sum deducted by a Letting Agent from monies payable to Us under an agreed arrangement between that agent and their landlord. This is not a charge applied by Us. If a landlord requests a breakdown, We may disclose any such element to them.

1.9 Authority of Letting Agent By instructing us, the Letting Agent confirms it has authority from the landlord to bind them to these Terms & Conditions. The Letting Agent is the contracting party and is responsible for ensuring all invoices are paid by the due date, irrespective of whether the landlord subsequently disputes liability or expresses dissatisfaction. We will not accept additional conditions imposed after instruction (including requests for before/after photographs or alternative reporting requirements) unless agreed by us in writing in advance. Failure by a landlord to reimburse a Letting Agent is not a defence against payment of our invoices.

1.10 – Business Customers (B2B) “Business Customers” means Letting Agents and any landlord who is a company, partnership, or individual acting in the course of a trade, business, craft, or profession (including professional or portfolio landlords). Business Customers contract with us on a business-to-business basis and therefore do not benefit from consumer protection legislation, including the Consumer Rights Act 2015 and the Consumer Contracts Regulations 2013. Their rights and obligations are instead governed by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, and other applicable business-to-business contract law, as modified by these Terms.

1.11 – Consumer Landlords A “Consumer Landlord” is an individual instructing us in a personal capacity who is not acting wholly or mainly for the purposes of a trade, business, craft or profession (for example, an individual renting

out a single property incidentally rather than as part of a business). Consumer Landlords retain certain statutory rights under the Consumer Contracts Regulations 2013 and the Consumer Rights Act 2015.

1.12 – Precedence of Terms Where these Terms distinguish between Business Customers and Consumer Landlords (for example, in relation to cancellation and refund rights), the relevant provisions will apply according to your status. By instructing us, you confirm that you fall within the applicable category and accept that our obligations to you are limited accordingly.

1.13 – Warranty of Business Status By instructing Us to undertake work or by allowing an appointment to proceed under these Terms, You expressly warrant and represent that You are a Business Customer (as defined in Clause 1.10) and not a "Consumer Landlord". You acknowledge that We rely on this representation to provide credit facilities and to apply these specific commercial terms. You agree that You are a professional or portfolio landlord acting in the course of a business, and You waive any claim to consumer-specific protections, including the 14-day right to cancel.

1.14 – Warranty Of Authority You warrant that You have the express authority to instruct Us. If it is later determined that such authority was lacking, or if the landlord refuses to honour the cost, the instructing party (the Agent/Company) shall be held fully and personally liable for the total invoice value as if they were the owner of the appliance.

1.15 – Deemed Principle For the purposes of this contract, the party providing the instruction is deemed to be the Principal Debtor. We do not offer credit accounts to individual landlords; therefore you agree to be the sole party liable for the debt.

2. Instructions

2.1 Minimum Instruction Details Instructions must include: property address (with postcode), appliance details, nature of fault, and whether tenanted or vacant.

2.2 Tenant Contact Details Tenant contact details must be provided where applicable to arrange access and address safety concerns.

2.3 Keys Where keys are provided, these will be returned at the earliest opportunity. Same-day return cannot be guaranteed.

2.4 Parking & Access It is your responsibility to ensure that suitable parking and access are available at the property to allow us to undertake the work. Where no off-road or dedicated parking is provided, or where loading/unloading restrictions apply, you accept that we may be required to park in restricted zones (including residents' bays, permit-only areas, or on yellow lines) in order to move appliances, materials or tools into or out of the property.

Any parking charges, permits, fines or penalty notices reasonably and necessarily incurred by us as a direct result of carrying out the instructed work will be recharged to you in full. We will take all reasonable steps to minimise such costs, but we will not be liable for them where no suitable parking has been made available.

2.5 Landlord Details Provision At our request, the Letting Agent must promptly provide us with the landlord's full name, address, telephone and email contact details. Where such details are not provided, the Letting Agent will be deemed to be the contracting party and shall remain fully liable for all charges. If a landlord subsequently withdraws from using the Letting Agent's services, the Letting Agent remains liable for any amounts owing in respect of instructions already given to us.

2.6 Right to Refuse Instructions We may decline or withdraw from an instruction where, in our reasonable opinion, it is unsafe, impractical, or otherwise inappropriate.

2.7 Callout Fee & Premium Brands The cost of the callout shall be as advertised on our website at the time of instruction. All prices include VAT. We categorise appliances as either "Standard" or "Premium" brands, and this classification shall be determined at our sole discretion. Examples of Premium brands include (but are not limited to) Bosch, Neff, Miele and Siemens.

If a letting agent applies a commission to payments made to us, this commission is not included in the advertised rates. In such cases, the callout charge will be increased accordingly to reflect the commission percentage applied by the agent.

Prices are subject to change at any time without prior notice. It remains your responsibility to check the current applicable price before placing an instruction.

2.8 Minimum Fee Errors Any work order which has a value of zero or less than the minimum callout fee for the appliance being inspected shall be deemed an error on your part. In such cases, the repair shall be treated in accordance with Clause 4.1 (diagnosis and repair at initial visit).

2.9 Booking of Instructions Instructions will be booked in at our earliest convenience, and we shall advise you of the date we will attempt to attend. If we are able to attend sooner than the advised date, we will endeavour to do so. Due to the short notice often involved, it may not be possible to notify you of these changes. We will only attend earlier where permission has been received either from the tenant or from you. Where we attend earlier than the originally advised date, any right to cancel under Clause 5.1 is curtailed and no cancellation will be accepted once attendance has commenced.

2.10 Manufacturer Warranties Disclaimer Manufacturers' warranties, parts guarantees or similar are subject to their own terms and conditions. These may allow the manufacturer to invalidate cover if an appliance is repaired or modified by anyone other than themselves. We have no control over the conditions they impose. It is your responsibility to be aware of any such cover. By asking us to proceed with a repair, you acknowledge the risk that any existing cover may be voided and you waive us of any responsibility or loss as a result.

2.11 Reasonable Time & Extra Labour We consider it reasonable to expect that a repair should not normally require more than 60 minutes in total to diagnose and for parts to be fitted, including any necessary return visits, and that a new appliance install should not normally take more than 60 minutes to complete. In the event that a repair or installation takes longer, we reserve the right to charge for the additional labour. Unless notified otherwise, this will be at 50% of the applicable callout fee for each hour (or part thereof) after the initial 60 minutes.

2.12 Formal Inspection Reports Formal inspection reports (for example, insurance or written condition reports) are not included in our standard callout fee. If required, these can be provided at an additional charge of £20 (inclusive of VAT).

2.13 Parts & Appliance Orders

Business Customers (Letting Agents, Company/Professional Landlords):

All orders for parts and appliances are binding at the point of order. There is no right to cancel or return once an order has been placed with our supplier. Where we agree in writing to accept cancellation, you remain liable for supplier return/restocking fees (if permitted), carriage charges, and any labour already incurred. Where an item has been installed, no refund will be available except where demonstrably faulty. Special order items (e.g. overseas, discontinued, or bespoke) are strictly non-cancellable once ordered.

Consumer Landlords (Private Individuals):

You have a statutory right under the Consumer Contracts Regulations 2013 to cancel non-urgent distance orders for goods within 14 days of delivery. You are responsible for return costs, including uninstallation labour. If goods have been used beyond inspection, we may deduct an amount (up to 100% of the value) for diminished value.

2.14 Photos for Repair/Replacement You authorise our engineers to take photographs of the appliance and its immediate surroundings as necessary to facilitate a repair or replacement. This may include (but is not limited to) recording make/model details, visible damage, blockages, hazards or obstacles to carrying out the instructed work. Photographs will only be used for operational purposes in accordance with our Privacy Policy.

2.15 Requests for Photos Our engineers will not routinely take "before and after" photographs of repairs, as many faults cannot be captured in images and replacement parts often appear identical to the originals. Where such photographs are requested, we may provide them at our sole discretion. You agree that the absence of before/after photographs does not affect the validity of any invoice, which must still be paid in full and on time..

2.15A Ownership of Photographs & Records

Any photographs, recordings, or written records created by us in the course of providing services remain our property. They are collected and retained for operational purposes only, including repair assessment, quoting, and audit. Such records may contain personal data and will be processed in accordance with UK GDPR. They will not normally be shared with letting agents or landlords, except where legally required or at our discretion. You may not copy, distribute, or use any such records without our prior written consent.

2.16 Communication with Occupiers Our staff may, at their discretion, speak with any tenant or occupier at a property we are instructed to attend for the purpose of gathering relevant information. This may include details of appliance usage, faults or issues experienced, or information that may impact our ability to gain access or complete the instructed work.

2.16A Appointment Communications & Data We may contact tenants or occupiers directly by phone, text, email, or WhatsApp to arrange or confirm appointments. Such communications may be recorded or retained for legitimate

business purposes under UK GDPR. These records are confidential and will not normally be shared with letting agents or landlords, except where legally required or at our discretion. Our decision not to disclose such records cannot be relied upon to dispute attendance or to avoid payment of fees.

2.17 Ordering Parts in Advance Unless we specifically confirm in writing that a particular part is required, you must not instruct us to order parts in advance of inspecting the appliance. Where you do so, you accept full responsibility for the suitability and necessity of those parts. In such cases:

- Ownership and liability for the parts passes to you at the point of order, regardless of delivery status.
- We accept no obligation or liability for their adequacy or appropriateness.
- If the parts are later found to be unsuitable or unnecessary, they will be invoiced in full, deemed your property, and (if delivered) left at the property.
- Where a part has not yet been delivered, you remain fully liable for the cost once ordered. Our sole obligation is to refund any payment received if the supplier ultimately fails to supply.
- No refund, credit, or return will otherwise be available unless we expressly agree in writing.

3. Liability

3.1 Duty of Care We will exercise reasonable care and skill in carrying out work.

3.2 Indirect Loss Exclusion We shall not be liable for indirect, special, or consequential losses (including loss of profit, business or goodwill).

3.3 Liability Cap We remain liable for direct losses caused by Our negligence or breach of statutory duty, subject to a maximum liability equal to the direct cost of the repair/replacement or the callout fee, whichever is higher. Nothing in these terms excludes liability for death, personal injury, or fraud.

3.4 Site Conditions & Waiver You are responsible for ensuring that appliances are correctly installed and that we are provided with suitable, unhindered access to them. Where appliances are poorly installed, obstructed, or surrounded by defective or fragile materials (for example, loose tiles, rotten cabinetry, glued/sealed fittings), damage may occur when moving or handling the appliance.

We will always exercise reasonable care, but we are not liable for unforeseen damage arising in these circumstances where such damage could not reasonably have been avoided. If, in our opinion, the risk of damage is significant, we may refuse to proceed with the work. Should you subsequently request us to continue despite such warning, you agree that we shall not be liable for any damage that could not reasonably have been avoided. (See also Section 11)

3.5 Appointment Changes by Us No compensation shall be due for any appointment cancelled, moved, attended outside of the estimated appointment slot, or postponed by us. We shall not be liable for any loss, damage, deterioration of the appliance, or consequential effects (including injury or property damage) arising from our non-attendance or any delay in attendance, regardless of cause. Responsibility for monitoring the appliance and mitigating risks (such as switching off, isolating supplies, or arranging alternative attendance) remains with you until we have completed the instructed work.

3.6 Consequential Losses We shall not be liable for any indirect or consequential loss arising from or connected with the services we provide. This includes (but is not limited to) loss of rental income, loss of profit, loss of use of the property or appliance, reputational damage, goodwill, or any compensation, damages, or payments you may choose or be required to make to tenants, landlords, or third parties. Our liability is limited solely to direct losses arising from demonstrable negligence on our part.

4. Repairs & Replacements

4.1 Initial Visit Repairs During the initial visit we will diagnose the fault and, if parts are available and the full repair cost will not exceed £150 (incl. VAT, excl. agent commission), we may proceed without seeking further approval unless you have expressly stated "no parts to be fitted during initial visit." Any parts fitted during the initial visit are chargeable in full and non-returnable once installed. If authority to fit parts is withheld (for example, because you require further landlord approval), a return visit will be treated as a separate instruction and will incur additional charges in accordance with Clause 4.5.

4.2 Repairs >£150 For repairs exceeding £150 or requiring non-van stock parts, a quote will be provided. Quotes are valid for 14 days and are subject to stock availability and supplier price changes at the time of acceptance.

4.3 BER Callout Waiver Where an appliance is deemed Beyond Economical Repair (BER), the callout fee will be waived only in respect of that individual appliance if you accept our replacement quote and order a new appliance

from us. The waiver applies only to the callout fee; it does not reduce the quoted price for the replacement. The price shown on the quote is the full amount payable for the replacement appliance.

4.4 Excluded Appliances We do not undertake work on certain appliances (list available upon request and on our website). If instructed to attend such appliances without prior disclosure, a standard callout fee will apply but no repair will be undertaken. The list of excluded appliances may be updated from time to time without notice.

4.5 Return Visit Surcharge If parts are available to be fitted during our initial visit but we do not have authority to fit them, there will be a 50% increase in the applicable callout fee if we are subsequently instructed to return to fit the parts. This surcharge applies regardless of the reason for withholding authority, including delays while awaiting landlord approval.

4.6 Quotes Above Threshold If the complete cost of the repair (excluding any commission element) exceeds £150, we will send you a quote to repair or replace the appliance. Acceptance of a quote constitutes authority for us to order and fit the necessary parts, which cannot be cancelled once ordered.

4.7 Multiple Appliances Discount If the instruction is to inspect or repair multiple appliances during the same visit, a 50% reduction will apply to the callout fee for each additional appliance. The reduction will be applied to the cheaper appliance(s).

4.8 Drum Changes Should an appliance require a drum change, there will be a 50% increase in the standard callout fee to cover the additional time and labour involved. Additional surcharges may also apply where significant disassembly is required beyond normal scope.

4.9 BER Replacement Quotes & Info Where an appliance is deemed Beyond Economical Repair (BER), we may, at our discretion, provide a quote to replace it. Product information in our quotes is supplied by manufacturers or suppliers. We accept no liability for errors in this information or for any loss, including loss of rental income or inconvenience, arising from reliance on such information or while awaiting supply/installation.

4.10 Quote Validity Unless specified otherwise on the quote, all quotes are valid for 14 calendar days, subject to stock and availability. If you or your landlord do not confirm acceptance within this timeframe, the quote will automatically expire and will be treated as not accepted. In such cases, the appropriate callout fee (including any commission element) will be invoiced. Delays caused by your own internal procedures, failure to obtain landlord approval, or the landlord not making a timely decision are your responsibility and will not extend the validity of the quote. We accept no liability for any loss, delay, or inconvenience caused by such delays.

4.11 Quotes Not Accepted Where a quote is not accepted within the validity period stated in Clause 4.10, it will be deemed not accepted and will automatically expire. In such cases, the appropriate callout fee (including any commission element) will be invoiced in full. Delays caused by your own procedures, failure to obtain landlord approval, or indecision by a landlord will not prevent the callout fee from being charged once the validity period has lapsed.

4.12 Funds Required A quote may only be accepted if there are sufficient funds already held by you to cover the quoted amount, or if adequate funds will be available within 30 days of order (e.g. from rental income or landlord funds). Where adequate funds are not available, we may cancel the order without liability.

4.13 Callout Waiver on Quote Acceptance Where a quote is accepted within 14 days, the initial callout fee will not be charged separately, provided that the replacement appliance invoice is paid in full within the 30-day terms specified in Clause 6.2. If the replacement invoice becomes overdue, the waiver is automatically revoked. In such cases, the original callout fee, plus any applicable late payment interest and statutory compensation under Clause 6.3, will become immediately due and payable in addition to the replacement appliance costs.

4.14 Additional Installation Fees Following acceptance of a quote, additional fees may be charged where extra labour, materials, or re-attendance are required in our opinion to safely and adequately complete the work. Examples include reattaching décor doors where fittings are defective, appliances fixed with glue/sealant, removal/installation of additional appliances, or sealed kickboards. By instructing us to proceed with an installation, you authorise us to carry out any such additional work reasonably necessary to complete the job safely and properly, and to invoice the associated charges without further approval. We will act reasonably and proportionately in applying such charges, but you accept that it may not be possible to specify the exact amount prior to the work commencing. Where such circumstances arise, you remain liable for all associated costs, and no refund or reduction will be due if you later decide you did not wish that additional work to be undertaken. Our determination of what is reasonably necessary shall be final and binding.

4.15 Incorrectly Fitted Appliances Incorrectly fitted appliances may cause damage to surrounding fixtures or fittings during removal. While we will take reasonable care, damage may in some cases be unavoidable. Our engineers may refuse to continue until remedial action is taken or you authorise us to proceed despite the risk.

Where we proceed with your authorisation, or where damage could not reasonably have been avoided despite the exercise of reasonable care, you accept that we shall not be liable for such damage. Responsibility for any costs of making good or remedial works in these circumstances remains with you. (See also Clauses 3.4 and 4.16.)

4.16 Waiver of Liability on Install Damage By ordering a new appliance, you acknowledge the risks in 4.15. If you authorise us to continue despite the risks, you waive us of liability for any damage caused which could not reasonably have been avoided. You accept responsibility for any costs of making good such damage.

4.17 Failed Install Due to Site Conditions No refund or waiver of installation costs will be made if our engineer attends but cannot complete the installation due to circumstances outside our control. Examples include incorrect plumbing or electrical connections, defective cabinetry, or obstructed access. The full installation charge will remain payable.

4.18 Gas Appliances We are not Gas Safe registered and cannot legally install or remove gas appliances. Where a replacement gas appliance is required, we may quote for supply, but installation will be carried out by a Gas Safe contractor (see Clause 7, Third-Party Contractors). Legislation may have changed since the original installation, and work may be refused if it would breach current requirements. No installation charge refund will be made where an engineer attends but cannot install due to non-compliance with current legislation. Additional fees may apply if a return visit is required. If the appliance cannot be installed at all due to legal non-conformity, a refund for the appliance cost only will be issued.

4.19 Free Quotes We do not attend properties free of charge to provide quotes. We will try to quote based on information provided by you or the tenant, but it is your responsibility to ensure this is accurate. If incorrect or incomplete information results in the wrong appliance being ordered, a restocking fee of 10% of the invoice total will apply. Where insufficient information is provided, a standard callout fee will be incurred for us to attend and assess.

4.20 Warranty Registration Responsibility Responsibility for registering manufacturer warranties remains entirely with you. We will provide serial numbers and manufacturer contact details where possible to assist you. This is a courtesy service with no monetary value. We accept no liability for loss if warranty registration is not completed, not received, or not accepted by the manufacturer within their required timeframe.

4.21 Items Left in Appliances We accept no liability for personal items left inside an appliance you have asked us to replace. You and/or your tenant must ensure items are removed before our visit. Any items left will be considered abandoned (value £0) and disposed of with the appliance. No compensation will be due.

4.22 Food Items in Refrigeration Fridges, freezers and similar appliances must be emptied of food and personal items before removal. New appliances may not be usable for several hours after installation. If, in our opinion, sufficient food remains in an appliance, we may transfer it to the new appliance at our discretion and charge a £25 (incl. VAT) fee for the extra labour. We accept no liability for spoilage or damage to any items moved. We will not re-attend free of charge where failure to empty an appliance prevents completion of the installation.

4.23 Disposal of Faulty Parts & Appliances Unless expressly agreed in writing prior to attendance, we will not retain any faulty parts or appliances for inspection. Removed parts and appliances are normally scrapped or recycled on the same day as attendance. Once removed, they will not be available for third-party inspection or testing. By instructing us, you accept that disposal will take place as part of our normal process and waive any right to later request access to such items.

4.24 Continued use of faulty appliances Where an appliance has been inspected by Us and found to be faulty, and replacement parts or further work are required, You acknowledge that the appliance is not functioning as designed. Any continued use of the appliance until repair is completed is entirely at Your own risk. We shall not be liable for any further damage to the appliance, any damage it may cause to fixtures, fittings or property, or any injury arising from its continued use prior to repair. Any continued use of the appliance until repair is completed is entirely at Your own risk. Where We are requested to repair an appliance incorrectly installed by a third party, Our 'Duty of Care' is limited to identifying the fault and notifying You; a mechanical repair does not constitute a 'safety sign-off' of the installation environment."

5. Appointments & Cancellations

5.1 Cancellation Policy

Business Customers:

For business customers, there is no statutory right to cancel an instruction once placed. However, as a contractual concession, we will allow cancellations notified by voicemail or email up until 17:00 hours on the working day before the scheduled appointment, subject always to Clause 2.9 where earlier attendance has been agreed. Cancellations received after this time, or on the day of the appointment, will incur a charge equal to 50% of the applicable callout fee.

Consumer Landlords:

For non-urgent goods (e.g. new appliances) ordered remotely, you retain your 14-day statutory cancellation rights. For urgent repairs or maintenance, this right is waived once work begins, in accordance with the Consumer Contracts Regulations 2013.

5.2 Failed Callout Where we attend a property at the instruction of a letting agent or landlord but are unable to gain access (for example, because the tenant is not present, access arrangements fail, or entry is refused), 50% of the appropriate callout fee (including any commission element) will be charged. For the avoidance of doubt:

- The appointment is deemed to be between us and the instructing party (the letting agent or landlord), not the tenant.
- Our obligation is discharged by attending the property as instructed at the agreed time.
- We are not responsible for ensuring that tenants read, acknowledge, or act upon appointment communications. Failure by a tenant to do so does not relieve you of liability for the fee.
- We may record calls and retain electronic communications (such as emails, texts, or WhatsApp messages) with tenants for legitimate business purposes, including appointment scheduling and service delivery. These records constitute personal data under UK GDPR.
- We are under no obligation to provide such records to you. Where disclosure would involve sharing personal data of tenants or third parties, it will only be made if legally required or at our sole discretion. Our decision not to disclose records cannot be relied upon to dispute attendance or to avoid payment of the fee.
- The fee remains payable irrespective of whether the tenant received, acknowledged, or complied with notice of the appointment.

5.3 Unsafe Conditions/Abuse If, in our sole opinion, work cannot proceed due to undisclosed hazards, unsafe conditions, or abuse towards our staff, 100% of the appropriate callout fee (including any commission element) will be charged. For the avoidance of doubt:

- “Abuse” includes (but is not limited to) verbal, written, or physical abuse, intimidation, threats, harassment, or any behaviour we reasonably consider unacceptable.
- “Unsafe conditions” includes (but is not limited to) health and safety risks, hostile animals, blocked or unsafe access, environmental hazards, overcrowding, or refusal by an occupier to provide a safe working environment.
- The determination of what constitutes abuse or unsafe conditions rests solely with us and is not open to debate.
- Once our engineer has attended and determined that conditions are unsafe or abusive, the callout fee remains payable in full.

5.4 Consumer Landlords For non-urgent goods (e.g. new appliances) ordered remotely, You have a 14-day cancellation right under the Consumer Contracts Regulations 2013. This does not apply where urgent repairs or installations are requested. See 2.13, 5.1 and 6.5.

6. Invoices & Payment

6.1 Issue of Invoices Invoices are issued on completion of repair or on order of a new appliance.

6.2 Payment Terms Payment is due within 30 days unless otherwise stated on the invoice.

6.3 Late Payment Interest & Costs If payment is not made by the due date, statutory interest will accrue in accordance with the *Late Payment of Commercial Debts (Interest) Act 1998* (currently 8% above the Bank of England base rate). In addition, we are entitled to claim the fixed statutory compensation sum, which is:

- £40 for invoices under £1,000,
- £70 for invoices between £1,000 and £10,000,
- £100 for invoices over £10,000.

Where our reasonable recovery costs exceed these sums, we may also claim additional costs as permitted under the Act. These amounts may accrue monthly until the debt is settled.

6.4 Responsibility for Payment Payment responsibility always rests with the instructing landlord or letting agent, not the tenant. This remains the case even where, in your opinion, the tenant is at fault — for example, if the tenant fails to provide access as agreed, is considered to have caused the damage, or is otherwise responsible for the fault. Any decision to recover costs from the tenant is a matter between you and the tenant and does not affect your obligation to pay our invoice in full and on time. We will not pursue tenants directly for payment under any circumstances.

6.5 Refunds

Business Customers (Letting Agents, Company/Professional Landlords):

Refunds are only available where goods are demonstrably faulty, incorrectly supplied, or where we agree to issue one as a goodwill gesture. Where a refund is legally required, we commit to processing it within 30 days, which we consider to be a reasonable timeframe in a business-to-business context. Our decision to issue a refund as a goodwill gesture is discretionary and not subject to challenge.

Consumer Landlords:

Refunds will be processed in line with statutory rights and normally within 14 days of acceptance.

6.6 Allocation of Invoices and Direct Payments Invoices must be allocated to your accounts department for payment within 30 days, or sooner if stated on the invoice. Where a landlord wishes to pay directly for a new appliance, cleared funds must be received before installation takes place.

6.7 Variation of Payment Terms We reserve the right to amend the payment due date and require immediate payment at our sole discretion. Furthermore, any "on-hold" invoices related to waived callout fees will be reinstated immediately if any other invoice on your account remains unpaid past its due date.

6.8 Persistent Late Payment Persistent late payment or overdue balances on multiple invoices may, at our discretion, result in a demand for immediate settlement of all outstanding invoices in full. We may suspend further work for you until we are satisfied that your account has been brought into good order.

6.9 Set-off Rights We reserve the right to offset any overpayment made by you, or any refund due to you, against any overdue balance or invoice owed to us, whether or not the refund relates to the same property or landlord.

6.10 Overpayments Where a payment is made in error (including duplicate payment or overpayment of an invoice), we will at our sole discretion either:

- apply the sum against any outstanding or future invoices owed by you (set-off), including invoices relating to other landlords instructed through your agency, or
- where no such sums are due, process a refund within 30 days.

The choice between (a) and (b) rests solely with us. By instructing us, you acknowledge that you are the contracting party and remain fully liable for payment of all invoices irrespective of how you choose to account to your landlords. No administrative fee will be charged for genuine overpayments. Our decision to apply set-off or issue a refund shall be final and not subject to dispute.

6.11 Commission Deductions Any commission you deduct at source is your responsibility to reconcile correctly. Errors in the deduction, allocation, or subsequent refund of commission do not affect the validity of our invoices, which remain payable in full and on time. Our agreement is with you as the contracting party, and it is for you to resolve any discrepancies in commission directly with your landlords.

6.12 No Deductions or Set-off All invoices must be paid in full and without any deduction, withholding, or set-off, whether by way of commission, administration fee, dispute on another instruction, or otherwise, unless required by law. You may not delay or reduce payment by offsetting against sums you consider to be owed to you by us.

7. Third-Party Contractors

7.1 Use of Third Parties From time to time it may be necessary for us to engage an external contractor to assist with the repair or replacement you have instructed. Examples include (but are not limited to) making adaptations to free a trapped appliance, installing gas appliances, or installing chimney hoods.

7.2 Notification Where a third party is to be used who is not our employee, you will be notified in advance, either in a quote or by separate email. Contractor details will be provided upon request.

7.3 Your Responsibility for Checks You are responsible for carrying out any checks you deem necessary on the third-party contractor (including their skills, qualifications, competence, and valid Public Liability insurance) before agreeing to their attendance. By allowing a third party to attend the property or carry out work, you confirm that you are satisfied with those checks. Failure to carry out such checks does not relieve you of liability to pay our invoice in full.

7.4 Waiver of Liability You agree that we are not responsible for, and waive all liability to us for, any goods or services provided by the third-party contractor. We do not offer any warranty or guarantee in respect of their work. Any dispute relating to their goods or services must be directed to them directly.

7.5 Invoicing Courtesy As a courtesy, we may, at our discretion, include in our invoice sums due to a third-party contractor and settle their bill on your behalf. Payment of our invoice is required in full and on time regardless of any dispute between you and the third party. Our late payment provisions in Clause 6 apply equally to invoices that include third-party costs.

7.6 Dispute Refunds In the event of a dispute, any refund agreed between you and the third party which has been invoiced by us and for which we have received funds from you will be refunded in line with our refund policy. This will only occur once we receive confirmation from both you and the contractor of the agreed refund amount, and provided this does not exceed the amount originally invoiced to us by the contractor.

7.7 Claims Against Contractors Should any claim of injury or damage arise from the acts or omissions of a third-party contractor, you agree to pursue the contractor directly under their own Public Liability insurance. We are not liable for such claims.

8. Warranties and Recalls

8.0 Warranty Limitation (Business Customers) Except as expressly set out in this Section 8, no further warranties, conditions or terms (whether express or implied by statute, common law or otherwise) apply to the goods or services supplied under these Terms. For the avoidance of doubt, business customers do not benefit from consumer rights under the Consumer Rights Act 2015.

8.1 New Appliance Warranties New appliances supplied by us carry the standard manufacturer's warranty (a minimum of 12 months). Many manufacturers also offer extended parts and/or labour guarantees, but these typically require registration by the purchaser or end-user within a specific timeframe (for example, within 28 days of installation). It is your sole responsibility to ensure that such registration is completed correctly and within the required timeframe.

We will take reasonable steps to provide you with the serial numbers and manufacturer contact details needed to register, but we accept no liability if extended cover or additional guarantees are lost because registration was not completed, not completed correctly, or not completed within the timeframe required by the manufacturer. Any such loss shall not give rise to a refund, reduction in price, or claim against us.

8.2 Parts Warranties Parts supplied and fitted by Us carry the manufacturer's warranty (maximum 12 months).

8.3 Workmanship Warranty Our workmanship is warranted for 3 months.

8.4 Labour for Warranty Parts Where a part supplied and fitted by us fails within the manufacturer's warranty period but outside our 3-month workmanship guarantee, the cost of a replacement part will normally be covered by the manufacturer. However, our labour to remove the failed part and install the replacement is not included once our 3-month workmanship guarantee has expired. In such cases, labour will be charged at our standard rates, and payment will remain your responsibility regardless of whether the manufacturer supplies the replacement part free of charge.

8.5 Recalls Our 3-month workmanship guarantee applies only to the specific fault we were instructed to address and for which the repair was carried out. It does not operate as a general warranty or indemnity against all faults which the appliance may develop during that period.

If we are instructed to return under this guarantee and:

- We find there is no fault present, or
- The fault is new and unrelated to the original repair,

then this will be treated as a new callout, and our standard charges will apply. Where a recurrence of the same fault is found and it is due to our workmanship or misdiagnosis, we will attend and rectify this at no additional labour or callout cost.

8.6 Limitation of Warranty Liability For the avoidance of doubt, the warranties set out in this Section 8 are limited to the repair or replacement of the relevant part, appliance, or workmanship. They do not extend to cover any indirect or consequential losses as described in Clause 3.6, including (but not limited to) loss of rental income, compensation to tenants, or reputational damage.

9. Force Majeure

9.1 Events Beyond Our Control We shall not be liable for any failure or delay in performing our obligations where such failure or delay results from events, circumstances, or causes beyond our reasonable control. This includes (but is not limited to) adverse weather, traffic delays, strikes, industrial disputes, accidents, illness, pandemics, government restrictions, supply chain or manufacturer delays, courier or postal failures, stock shortages, transport or import/export issues, or any other similar events outside our control. In such circumstances, our obligations will be suspended and the time for performance extended accordingly.

10. Complaints

10.1 Complaints Procedure Complaints should be sent in writing to Louise Fivash, Power Point (Glos) Ltd, at the address above. We aim to acknowledge within 14 days and resolve within 30 days where possible.

11. Appliance Installation & Repair: Liability & Site Suitability Disclaimer

11.1 Structural Integrity and Thermal Ratings of Cabinetry We install and repair appliances within existing kitchen furniture and housing units. We cannot verify the thermal resistance (heat rating), structural integrity, or load-bearing capacity of third-party cabinetry. It is Your responsibility to ensure that housing units comply with the heat-resistance ratings specified by the manufacturer (typically 90°C–100°C). We accept no liability for cosmetic or structural damage to cabinetry (including peeling laminate, delamination, or charring) resulting from the normal thermal output of a correctly installed appliance.

11.2 Identification of Installation Hazards (The "Hot Zone") Should an engineer identify a pre-existing installation hazard—such as combustible materials, electrical switches, or the absence of mandated safety barriers within the manufacturer's specified "Hot Zone"—We may complete the physical installation or repair solely for the purpose of securing the appliance. In such cases, the appliance **must not be operated** until the identified hazard is corrected by a competent person. Use of the appliance prior to such correction is at Your sole risk, and We accept no liability for resulting injury or fire.

11.3 Freestanding Appliances in Integrated Cavities Where We are requested to install a freestanding appliance into a cavity previously designed for an integrated unit, We cannot verify the load-bearing suitability of internal shelves or plinths. You assume all risk regarding structural failure or the toppling of the appliance. Furthermore, We cannot guarantee that airflow within an integrated cavity is sufficient for a freestanding unit. You acknowledge that restricted ventilation may cause overheating or mechanical failure, for which We accept no liability.

11.4 Tumble Dryer Venting We classify "window venting" as a sub-standard and non-permanent installation that does not comply with Building Regulations Part F (Ventilation). You accept all responsibility for risks associated with this method, including moisture buildup, mould, lint fire hazards, and reduced energy efficiency.

11.5 Stability and Anti-Tip Devices We will only fit anti-tip brackets or stability chains where provided by the manufacturer and where the mounting surface is deemed suitable by the engineer. You are responsible for providing an environment that allows for secure anchoring to prevent "topple" injuries.

11.6 Provision of Safety Documentation It is Our policy to leave all manufacturer's user manuals and safety instructions at the property. It is Your absolute responsibility to ensure the Tenant is aware of these documents. We accept no liability for incidents arising from a failure to follow manufacturer safety warnings, including electromagnetic interference from induction hobs affecting medical devices (e.g., pacemakers or insulin pumps).

12. Statutory Compliance and Legal Framework

12.1 Regulatory Governance Our installation and repair protocols are governed by UK legislation and safety standards. Failure by You to rectify hazards identified by Us may result in a violation of the following statutes:

* **The Housing Act 2004 (HHSRS):** Landlords have a mandatory duty to reduce risks associated with Hazard 25 (Flames, Hot Surfaces) and Hazard 24 (Fire).

* **The Homes (Fitness for Human Habitation) Act 2018:** A property is deemed "unfit" if it contains a Category 1 hazard, such as the absence of required safety barriers or anti-tip devices.

* **Building Regulations (Approved Documents):** Including

- **Part P** (Electrical Safety and adherence to Manufacturer's Instructions),
- **Part F** (Ventilation for moisture-producing appliances), and
- **Part B** (Fire Safety and clearances).

* **The Landlord and Tenant Act 1985 (Section 11):** Imposing an implied covenant on landlords to keep electrical and water installations in proper working order.

* **The Gas Safety (Installation and Use) Regulations 1998:** Mandating stability and clearance rules to prevent damage to gas infrastructure.