TERMS & CONDITIONS AND PRICING FOR SERVICES

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1. The Works

1.1 Thank you for your enquiry with Farmwood. These terms outline the cost and requirements to carry out the service, inspection, maintenance, disassembly and reassembly of Heating, Ventilation, Air Conditioning, Air Quality, and Electrical systems.

1.2 We have assumed adequate and safe access to the area of work. If there are any issues with access; such as loft access, high installations, small/confined access points, roof access, or adjacent works, please supply this information and accompanying photographs prior to the works being booked in for attendance as this may affect the Quotation that Farmwood have supplied to you.

1.3 We will leave the work area as we found it and all works will be carried out to, but not limited to the manufacturer's recommendations.

1.4 Confirmation of booked appointments will be sent with the quotation and the agreed costs, any deviation of which will be further agreed in writing.

1.5 Works will only commence with the confirmation of the quote provided by the person in writing requesting the attendance or upon receipt of a purchase order and, if applicable, a pro-forma payment.

1.6 To enable us to deal quickly and efficiently with your query, please provide as much information as you can, including photographs of the systems and/or issues where possible.

2. Scheduling and Charges

2.1 All works will be carried out during what are considered "normal working hours", which are Monday to Friday from 8am to 4pm (excluding Bank Holidays), unless agreed otherwise.

2.2 If any unforeseen issues arise with the works that require additional time this will increase the quoted cost and will require further communication and agreement between Farmwood and the customer.

2.3 If works times deemed "out of hours" are required, these will incur an additional charge, which will be communicated by Farmwood and must be agreed prior to any works commencing.

2.4 All proposed bookings are "To Be Confirmed" until such time that the client explicitly agrees whether in writing or via recorded phone call.

2.5 "TBC" slots will be retained for up to five (5) working days and no later than two (2) working days prior to the planned appointment, after which time the client may be subject to lose their proposed attendance time if not agreed.

2.6 Work attendance and duration times are subject to change and any changes will be communicated prior to attendance.

2.7 The value of the works will be Quoted based on:

a) The location in the UK.
b) The length of time required on-site.
c) Additional travel and subsistence requirements.
d) The skill levels and number of attendees required.
e) Parts, equipment, and sundries that are required.

2.8 Works that require re-visits will be quoted for after the requirement has been identified. This quote will be agreed and confirmed by the person requesting the works.

2.9 Works that incorporate multiple units under one customer, multiple properties within one building or post code, or requested periodic service plans greater than one year will require further quotation from one of our service team.

3. Labour

3.1 A Farmwood Technical employee and their team will usually attend to carry out the works. In some cases, we may authorise a suitably qualified contractor to assist with the work, which will be communicated prior to attendance.

3.2 All labour will be suitably qualified for the works they are undertaking.

4. Scope of Works

4.1 The scope of works will be agreed by both parties prior to works commencing.

4.2 A Purchase Order, supplied by the Client if they are a Business, that agrees to the Farmwood Quotation will be a requirement prior to arranging and attending works.

4.3 Farmwood's Service Team will rely on the relevant Service Request Form being fully completed to the best of the Client's knowledge with site, access, and parking conditions.

4.4 Farmwood's Technical Team will assist to diagnose potential faults from provided information prior to attendance.

4.5 If a survey of the site or property is required prior to quoting for the works, Farmwood will work to accommodate a drop-in visit unless an extensive survey is required, such as for a Flat Pack, that may require a longer attendance and will incur an additional cost.

5. Reporting

5.1 A report of the visit will be provided upon completion of said visit, along with adjoining inspection/service checklists and required certificates, such as Electrical Minor Works or Commissioning Certificates.

5.2 A copy of the report as a pdf, and its appended forms, via a portal link, will be emailed to the named contact provided by the customer who agrees and provides payment for the works.

5.3 Farmwood will use software to enable the quoting, reporting, invoicing, and payment of works. Most notably JobLogic and Stripe.

6. Further Works

6.1 If additional works outside the scope of this agreement are suggested by Farmwood, a Quotation will be provided for the works, and are to be agreed prior to any additional works commence.

6.2 For Businesses, a Purchase Order or written variation by the named Client contact to a previously supplied Purchase Order **will** be required.

7. Warranties

7.1 Any parts that are replaced within these works will have a manufacturer's standard twelve (12)-month parts-only warranty period, unless advised otherwise.

7.2 If there is a failure of the system within one (1) week of a repair being made, Farmwood will arrange a revisit to investigate and carry out any repairs allegedly caused by the previous visit.

7.3 Flat Pack Works will be warranted alongside the manufacturer's standard warranty terms for a period of twelve (12)-months from the date of purchase.

7.4 If the failure is deemed to have been caused by the Client, site, or its conditions, then the visit will be chargeable at our minimum charge for the time required and location of the works.

7.5 For Farmwood attendances under a *Manufacturer's Parts-Only Warranty*, the Client will be required to obtain the part from the Manufacturer unless:

a) Farmwood are engaged to carry out an inspection prior to the works and can advise on the fault and part replacement requirements
b) Farmwood are requested to obtain the part, in which case the part will be charged for with additional costs subject to administration fees.

8. Additional Charges

8.1 Some works require additional charges to be applied to them:

a) Logistical requirements that necessitate vehicle hire specifically for the works.
b) Hire of specific access equipment for use on-site.
c) Usage of perishable parts on power tools, such as a core drill.
d) Certification for works completed.
e) Additional sundries, such as electrical or plumbing parts and fixings.

8.2 If Farmwood supply parts for works:

a) Farmwood will attempt to price match on RRP for parts unless Farmwood's own cost for parts is equal to or higher than the RRP.
b) Ordered parts that are requested by the Client but rendered unnecessary on the works by Farmwood will be offered to the Client at the original rate or returned to the Supplier and the charged to the Client at 50% of the quoted price.

9. Retentions

9.1 Under no circumstances do Farmwood enter into Retention Agreements or contracted discounts.

10. Cancellation Terms

10.1 If the Client cancels the visit(s) **on the day the works are due to start** or is unavailable for the appointment without prior notice, they will be charged for the visit in full.

10.2 If the Client cancels the visit(s) **the day before the works are due to start**, they will be charged at 50% of the visit.

10.3 If the Client cancels the visit(s) **more than a day in advance**, there will be no charge.

10.4 If the unit or any part of the system that requires access is unable to be located or is inaccessible, then you may still be charged for the visit. It is imperative that Farmwood receive as much information as possible prior to attendance.

10.5 In the event of non-attendance by the Client, the attending Technician will wait for a maximum of 15 minutes after their arrival before aborting the visit, which will then be chargeable at the full attendance rate to the Client.

11. Invoicing and Payments

11.1 Farmwood will invoice the person or Company, whoever is deemed the Client. This is supplied by the Client requesting the works.

a) Any requested change in the Invoice, the Invoice address or Site will not change the Invoice Date and its relative Due Date.

11.2 Please note that Invoice payment terms are **<u>strictly 14 days from the provision of the Invoice.</u>**

11.3 Invoices will be emailed to the Invoice contact as specified in Section 11.1, unless another method is requested, which will then be considered if plausible.

a) The named Client will be held liable for settlement of the Invoice without any prior arrangement with Farmwood.
b) If no such settlement is made, following a follow-up request for payment by Farmwood Accounts Department, the outstanding debt will be passed onto a Debt Collection agency on Farmwood's behalf.
c) Late payments will incur a late payment charge.
d) All parts, units and sundries purchased for the Works remain the property of Farmwood until settlement of the Invoice is made. These can be removed at Farmwood's convenience if no such settlement is made.

11.4 Payment can be made via:

a) Bank transfer to the Farmwood bank details provided on the Invoice.
b) Card payment by phone by calling the Farmwood HQ on 01795 857840 and stating you wish to pay (These calls are recorded and will be disabled before any bank information is requested).
c) Card payment via the Stripe link provided in the Invoice portal. This will be an email from either JobLogic or Tracer Systems (Farmwood's Works Management Systems provider).

11.5 Pre-Qualifying questionnaires, sub-contractor orders and JCTs must be communicated **prior** to the works being booked. The late provision of these will not affect Farmwood's T&Cs and Invoice Payment terms of 14 days from the tax point on the provided invoice.

11.6 Invoices will be emailed to the named Accounts/Credit Control contact for the Customer with a payment link provided through to Stripe as a payment option.

12. Credit Control

12.1 Clients who are Businesses will be subject to a Credit Check prior to works being agreed.

a) A Company Registration number is required to confirm the Credit Check.

12.2 If Farmwood deem the Credit Check to be adverse, they will require 100% payment for the Quotation provided as a Pro-Forma Invoice to be paid before any Works commence.

13. Terms Regarding the Disassembly, Transportation and Rebuild of AHUs

13.1 These Works will also be referred to as "Flat Pack" Works.

13.2 Transportation:

a) If Farmwood are required to transport the unit(s), they will attempt to do so in the Farmwood fleet vehicles.
b) Transportation will be charged additionally to the estimated price for works if the unit(s) require a larger vehicle.
c) Any changes in requirements will be communicated and must be agreed prior to any works commencing.

13.3 Disassembly Location:

a) Due to the nature of the works being carried out and to minimise the risk of damage on-site; it is preferred that the disassembly of the unit(s) is carried out at Farmwood's HQ, or approved storage facility. If the unit is required to be stored at Farmwood's workshop facility greater than the agreed time due to a delay in works invoked by the Client or for environmental reasons, then Farmwood will charge the Client a weekly fee of £15.00 per single pallet of storage required, where a double pallet will be £30.00 per week.
b) This will be pro-rated for part of a month based on calendar days within the month.

Photo evidence and a confirmation will be communicated with the Client prior to carrying out extended storage.

13.4 Scope of Works:

a) In most cases, a survey of the site will be required prior to quoting for works.
b) Farmwood will endeavour to provide a free visit when in the area and with a maximum of an hour on-site. However, if the survey is expected to take longer than an hour or is a required booking for a period that there are not surrounding works, then the survey will be quoted by Farmwood.
c) If a survey is unable to be carried out, the Works will rely on the Flat pack Request form being fully completed with site conditions, access dimensions and adjacent works expected during the proposed works.

13.5 Condition Reporting:

a) An inspection of the unit will be carried out prior to disassembly; a condition report will be completed together with attached photos.
b) Once the Works have been completed, a final condition report will be carried out together with attached photos.

13.6 Invoicing and Payments:

a) All Flat Pack Works require **50% payment** prior to any Works being confirmed and booked.
b) The pro-forma percentage is subject to an increase based on a review of the Client's Credit Check.
c) The remaining balance will be invoiced upon completion of the Works and provision of reports and will be payable within 30 days from provision of invoice.

14. GDPR Privacy Policy

14.1 While dealing with Farmwood, we may ask you to provide us with detailed personal information relating to your existing circumstances and your financial situation.

14.2 What do we mean by 'personal data' and how we collect it?

a) Your personal data means any information that describes or relates to your personal circumstances for example name, address, National Insurance number. We collect information about you from your initial consultation in relation to providing accounting and related services.

14.3 How we use your information?

a) While handling your personal data we will (a) record and store it in our paper files and on our computer systems, (b) submit it to relevant governing bodies, (c) use it for the purposes of responding to any queries you may have, (d) occasionally send you marketing material we feel may be of interest.

14.4 Sharing your information:

a) Farmwood will not share your information for marketing purposes with any other companies other than those mentioned above.

14.5 Security and retention:

a) Your privacy is important to us, and we will keep your personal data secure in accordance with our legal responsibilities. We will take reasonable steps to safeguard your data against it being accessed unlawfully and maliciously by a third party.
b) Your data will be retained by us either electronically or in paper format in line with our governing body's guidelines.

14.6 Your rights in relation to your personal data. You can:

a) Request copies of your data that is under our control.
b) Ask us to further explain how we use your personal data.
c) Ask us to correct, delete, restrict, or stop using your personal data (details on request).
d) Ask us to send an electronic copy to another organisation should you wish.
e) Change the basis of any consent you may have provided to enable us to market to you in the future (including withdrawing any consent in its entirety).

14.7 Changes to our privacy policy:

a) We keep our privacy policy under review and if there are any changes, these will be uploaded to our website www.farmwood.co.uk.

14.8 Please contact us if you have any questions about our privacy policy or information, we hold on you.